



**Board of Supervisors**

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

**AGENDA FOR REGULAR MEETING  
JANUARY 21, 2025 TO BE HELD AT 10:00 AM  
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

**[www.countyofplumas.com](http://www.countyofplumas.com)**

**AGENDA**

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

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

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

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

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



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

### **Live Stream of Meeting**

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

### **ZOOM Participation**

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

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

### **Public Comment Opportunity/Written Comment**

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

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

## **B. BEHAVIORAL HEALTH**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Partnership HealthPlan of California to ensure that Medi-Cal members are able to access and/or receive substance use disorder services in a coordinated manner; effective January 21, 2025; no funding tied to this MOU; approved as to form by County Counsel.
- 2) Approve and authorize Behavioral Health Department to recruit and fill, funded 2 Extra-Help, Part-Time, Behavioral health Nurse positions; due to resignation; No General Fund Impact; Mental Health Funds.

## **C. PUBLIC WORKS/ROAD**

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

## **D. PUBLIC HEALTH AGENCY**

- 1) Adopt **RESOLUTION** to authorize the Director of Public Health to sign the Subaward Agreement number A25-0006-S004, between Plumas County Public Health Agency and Chico State Enterprises; (No General Fund Impact) (Senior Services); approved as to form by County Counsel.
- 2) Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant one extra-help Assistant Cook at the Portola Nutrition site; (No General Fund Impact) (Senior Services).
- 3) Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant one, 1 FTE, Health Education Coordinator or Health Education Specialist position; (No General Fund Impact) (CalFresh).

## **E. SOLID WASTE**

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

## **F. FACILITY SERVICES**

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

## **G. BOARD OF SUPERVISORS**

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

## **2. DEPARTMENTAL MATTERS**

### **A. ASSESSOR'S OFFICE** - Cindie Froggatt

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

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

**B. SHERIFF'S OFFICE - Todd Johns**

- 1) Adopt **RESOLUTION** of the Board of Supervisors authorizing the Plumas County Sheriff's Office Dispatcher's Hiring Bonus Incentive; (General Fund Impact) as approved in FY 2024-2025 recommended budget 70330 / 51000; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas authorizing Plumas County Sheriff's Office Hiring Bonus Incentive; (General Fund Impact) as approved in FY24/25 recommended budget #70330 / #51000; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**C. HUMAN RESOURCES - Debra Lucero**

- 1) Approve **RESOLUTION** adopting new Plumas County Behavioral Health Substance Use Disorder Counselor I Job Classification, base wage of \$25.69/hour, and Behavioral Health Substance Use Disorder Counselor II Job Classification base wage of \$28.55/hour; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Approve **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Behavioral Health Alcohol & Drug Department, Budget Unit #70580; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 3) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 2.0 FTE Behavioral Health Substance Use Disorder Counselor I or II; (No General Fund Impact) grant funded; as approved in FY24/25 recommended budget; discussion and possible action.
- 4) Approve **RESOLUTION** adopting new Plumas County Help Desk Specialist Classification in the Information Technology Department; (General Fund Impact) #20220; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 5) Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Information Technology Department, Budget Unit 20220; (General Fund Impact) #20220; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 6) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Information Technology Help Desk Specialist; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action.

**3. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

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

**4. BOARD OF SUPERVISORS**

- A. **FOLLOW-UP DISCUSSION FROM DECEMBER 3, 2024:** Property Assessed Valuation Tax Increases; discussion and possible direction to staff.
- B. Approve and authorize Chair to sign amendment no. 1 to Employee Agreement between Plumas County and Debra Lucero amending Paragraph 6 following subsection h to read "Additional forty (40) hours of vacation leave to be added to CONTRACT EMPLOYEE's vacation leave balance every year on the anniversary of CONTRACT EMPLOYEE's appointment, beginning November 1, 2024"; approved as to form by County Counsel; discussion and possible action.



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

**D. APPOINTMENTS**

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

**E. CORRESPONDENCE**

**F. 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: County Administrative Officer
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (3 cases)

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**6. ADJOURNMENT**

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



## PLUMAS COUNTY FAIR MEMORANDUM

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

**FROM:** John Steffanic, County Fair Manager

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

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

**Background and Discussion:**

We had to wait until the contractor was available to work at the fairgrounds, which was months beyond what was expected.

**Action:**

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

**Fiscal Impact:**

Funds were budgeted in this fiscal year's budget.

**Attachments:**

1. halls invoice



# HALL'S SAFE LOCK & ALARM CO.

Since 1989  
2315 Springs Road  
Vallejo, CA 94591  
707-645-8890

## WORK ORDER INVOICE

12340

NAME	Plumas County Fairgrounds	DATE	11/15/24
ADDRESS	204 Fairground Road	PHONE	530-283-6272
LOCATION	Quincy, Ca. 95971	TERMS	
Att: Oren or John			

QTY.	DESCRIPTION	PRICE	AMOUNT
1-	Code Lock		1250.00
	2722		
	2019052		
	521300		
	3088.75	TOTAL MATERIAL	

DESCRIPTION	HRS / RATE	AMOUNT
Trip charge	2 <sup>hr</sup>	65.00
Travel time in miles 180 miles	2 <sup>hr</sup> per mile	360.00
Labor to master key to repair lock		
11 hours at 120 <sup>per hour</sup>		1320.00

CUSTOMER SIGNATURE: \_\_\_\_\_

- |  |   |                                       |                                      |
|--|---|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> MAIN ENTRANCE   | <input type="checkbox"/> REAR DOOR        | <input type="checkbox"/> WINDOW       | <input type="checkbox"/> SAFE        |
| <input type="checkbox"/> FRONT DOOR      | <input type="checkbox"/> HALL DOOR        | <input type="checkbox"/> CLOSET       | <input type="checkbox"/> PATIO DOOR  |
| <input type="checkbox"/> SIDE DOOR       | <input type="checkbox"/> INSIDE           | <input type="checkbox"/>              |                                      |
| <input type="checkbox"/> OPEN LOCK(S)    | <input type="checkbox"/> INSTALL          | <input type="checkbox"/> REPIN        | <input type="checkbox"/> CLEAN/LUBR. |
| <input type="checkbox"/> SECURE PREMISES | <input type="checkbox"/> REMOVE & REPLACE | <input type="checkbox"/> CHANGE COMB. | <input type="checkbox"/> ADJUST      |
| <input type="checkbox"/> FIT KEYS        | <input type="checkbox"/> MASTER KEY       | <input type="checkbox"/>              |                                      |

AUTHORIZATION FOR SECURITY/EMERGENCY SERVICES  
I hereby certify that I have the authority to order the lock, key or security work designated above. Further, I agree to absolve the locksmith who bears this authorization from any and all claims arising from the performance of such work.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TOTAL LABOR

1745.00

SUB-TOTAL

1250.00

TAX

93.75

TOTAL

3,088.75

### IF AUTO

YEAR	MAKE
MODEL	
LICENSE NO.	



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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

**FROM:** Che Shannon, Management Analyst II

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

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

**Background and Discussion:**

Parties are required to enter into this MOU a binding and enforceable contractual agreement under the Medi-Cal Managed Care Contract and the Drug Medi-Cal State Plan Contract to ensure that Medi-Cal members enrolled in MCP who are served by DMC State Plan County are able to access and/or receive substance use disorder services in a coordinated manner from MCP and DMC State Plan County.

**Action:**

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

**Fiscal Impact:**

No funding tied to this MOU

**Attachments:**

1. 0372\_001

**DMC STATE PLAN MEMORANDUM OF UNDERSTANDING  
COVER PAGE**

## **Memorandum of Understanding**

### **between Partnership HealthPlan of California and Plumas County Behavioral Health**

This Memorandum of Understanding ("MOU") is entered into by and between Partnership HealthPlan of California ("MCP") and Plumas County Behavioral Health, ("DMC State Plan County"), effective as of the last date of signature ("Effective Date").

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement, under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letter ("APL") 23-029 and subsequently issued superseding APLs, and the DMC State Plan Contract to ensure that Medi-Cal members enrolled in MCP who are served by DMC State Plan County (referred to herein as "Members") are able to access and/or receive substance use disorder ("SUD") services in a coordinated manner from MCP and DMC State Plan County;

WHEREAS, the Parties desire to ensure that Members receive SUD services in a coordinated manner and provide a process to continuously evaluate the quality of the services provided;

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and State statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2; and

WHEREAS, nothing in this agreement creates any new service for either Party and is limited to administrative requirements for MCP and DMC State Plan County.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

**1. Definitions.** Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at [www.dhcs.ca.gov](http://www.dhcs.ca.gov).

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with DMC State Plan County and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-DMC State Plan County Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and DMC State Plan County as described in Section 4 of this MOU. The MCP-DMC State Plan County Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "DMC State Plan County Responsible Person" means the person designated by DMC State Plan County to oversee coordination and communication with MCP and ensure DMC State Plan County's compliance with this MOU as described in Section 5 of this MOU.

d. "DMC State Plan County Liaison" means DMC State Plan County's designated point of contact responsible for acting as the liaison between MCP and DMC State Plan County as described in Section 5 of this MOU. The DMC State Plan

County Liaison should ensure the appropriate communication is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the DMC State Plan County Responsible Person as appropriate.

e. "Network Provider", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS; and as it pertains to DMC State Plan County has the same meaning as "DMC Provider" ascribed by the DMC State Plan County Contract with DHCS.

f. "DMC Provider" means any person or entity that provides direct substance use disorder treatment services in DMC State Plan County and has been certified by DHCS in accordance with Cal. Code Regs., tit. 22, Section 51000.30 Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Changed Location.

g. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS; and as it pertains to the DMC State Plan County, has the same meaning ascribed by the DMC State Plan County Contract with DHCS.

h. "Downstream Subcontractor", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS.

i. "Covered SUD Services" as it pertains to DMC State Plan County, has the same meaning as ascribed by "Covered Services" in the DMC State Plan County Contract; and as it pertains to MCP, has the same meaning as ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS.

**2. Term.** This MOU is in effect as of the Effective Date and continues for a three year term, or as amended in accordance with Section 14.f of this MOU.

**3. Services Covered by This MOU.** This MOU governs the facilitation of the referral of Members between MCP and DMC State Plan County for all services covered by MCP and DMC State Plan County to ensure Members receive those services in a coordinated manner, as required by MCP's Medi-Cal Managed Care Contract with DHCS.

#### **4. MCP Obligations.**

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating Member care provided by the MCP's Network Providers as set forth in the applicable Medi-Cal Managed Care Contract (i.e., referrals for SUD services as required by this MOU), and other Providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Behavioral Health Administrator, the designated MCP Responsible Person, listed in Exhibit A, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with DMC State Plan County, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure an appropriate level of MCP leadership (i.e., persons with



decision-making authority) are involved in implementation and oversight of the engagements and ensure the appropriate levels of leadership from DMC State Plan County are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-DMC State Plan County Liaison, the point of contact with DMC State Plan County. The MCP-DMC State Plan County Liaison must be listed in Exhibit A of this MOU. MCP must notify DMC State Plan County of any changes to the MCP-DMC State Plan County Liaison as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

## **5. DMC State Plan County Obligations.**

a. **Provision of Covered Services.** DMC State Plan County is responsible for providing or arranging Covered SUD Services.

b. **Oversight Responsibility.** The Drug and Alcohol Administrator the designated DMC State Plan County Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing DMC State Plan County's compliance with this MOU and must ensure compliance with and manage this MOU. The DMC State Plan County Responsible Person serves, or may designate a person to serve as the designated DMC State Plan County Liaison, and the point of contact with MCP. The DMC State Plan County Liaison is listed in Exhibit B of this MOU. DMC State Plan County must notify MCP of changes to the DMC State Plan County Responsible Person as soon as reasonably practical but no later than the date of change. DMC State Plan County must notify MCP of changes to the DMC State Plan County Liaison as soon as reasonably practical but no later than the date of change. The DMC State Plan County Responsible Person must:

i. Meet at least quarterly with MCP, as required by Section 9 of this MOU;

ii. Conduct MOU compliance oversight, produce reports as part of DMC State Plan County's compliance program, and must address any compliance deficiencies in accordance with DMC State Plan County's compliance program policies;

iii. Ensure that sufficient staff at DMC State Plan County are identified to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of DMC State Plan County leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for DMC State Plan County's employees responsible for carrying out activities under this MOU, and as applicable for DMC Providers; and

vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by DMC State Plan County, and

reporting to the DMC State Plan County Responsible Person.

c. **Compliance by Subcontractors and DMC Providers.** DMC State Plan County must require and ensure that its Subcontractors and DMC Providers comply with all applicable provisions of this MOU.

## **6. Training and Education.**

a. To ensure compliance with this MOU, the Parties must provide training and orientation to their respective employees who carry out activities under this MOU. MCP must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, MCP Network Providers, Subcontractors, and Downstream Subcontractors who carry out MCP's responsibilities under this MOU. DMC State Plan County is responsible for applicable training and orientation for DMC Providers who carry out responsibilities under this MOU. The training must include information on MOU requirements, services that are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, the Parties must provide this training within 60 working days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and DMC State Plan County services to their contracted Providers.

b. In accordance with health education standards as required by the Medical Managed Care Contract, MCPs must provide Members and MCP Network Providers with educational materials related to accessing Covered Services, including materials for services provided by DMC State Plan County.

c. DMC State Plan County must provide Members with educational materials related to accessing services provide by DMC State Plan County, including materials related to accessing MCP Covered Services.

d. The Parties must each provide the other Party, Members, MCP Network Providers, and DMC providers with educational materials on how MCP's Covered Services and DMC State Plan County services may be accessed, including during nonbusiness hours.

## **7. Screening, Assessment, and Referrals**

### **a. Screening and Assessment.**

i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC State Plan County services, and must include:

1. A process for ensuring that MCP Network Providers and DMC Providers understand their responsibilities to screen all beneficiaries under 21 under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) benefit, as set forth in their respective contracts.

2. A process for ensuring that MCP Network Providers understand their responsibilities for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings, and a process for ensuring that DMC Providers understand their responsibilities for providing or arranging the provision of medications for Addiction

Treatment (also known as Medication-Assisted Treatment) in DMC Provider settings.

ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment ("SABIRT") to Members aged eleven (11) and older in accordance with APL 21-014. MCP policies and procedures must include, but not be limited to:

1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine (ASAM) Level 0.5 SABIRT guidelines.

b. **Referral Process.** The Parties must work collaboratively to develop and establish policies and procedures that ensure Members are referred to the appropriate MCP Covered Services and DMC State Plan County services.

i. MCP must facilitate referrals to DMC State Plan County for Members who potentially meet the criteria to receive DMC State Plan County SUD services and ensure DMC State Plan County has procedures for accepting referrals from MCP.

ii. MCP must refer Members using a patient-centered, shared decision-making process.

iii. DMC State Plan County should assist MCP in identifying the appropriate DMC State Plan County program and/or services when assistance is required by MCP.

iv. DMC State Plan County should refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM") or Complex Care Management ("CCM"). However, if DMC State Plan County is also an ECM Provider pursuant to a separate agreement between MCP and DMC State Plan County for ECM services, this MOU does not govern DMC State Plan County's provision of ECM services.

v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive medically necessary SUD services;

vi. MCP must have a process by which MCP accepts referrals from DMC State Plan County;

vii. MCP must have a process to confirm that the referral was accepted by DMC State Plan County;

viii. DMC State Plan County must have a process by which DMC State Plan County accepts referrals from MCP; and

ix. DMC State Plan County must have a process for communicating acceptance of the referral to MCP.

## **8. Care Coordination and Collaboration.**

### **a. Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. MCP must have policies and procedures in place to maintain cross- system collaboration with DMC State Plan County and to identify strategies to monitor and assess the effectiveness of this MOU.

iv. The Parties must implement policies and procedures that align for

coordinating Members' care that address:

1. The requirement for DMC State Plan County to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or Community Supports;
2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;
3. A process for how MCP and DMC State Plan County will engage in collaborative treatment planning to ensure care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;
4. A process for coordinating the MCP's delivery of Medically Necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;
5. A process for how MCP and DMC State Plan County will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of the Member's care;
6. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;
7. A process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and
8. Processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

**v. Transitional Care.**

1. The Parties must establish policies and procedures and develop a process describing how MCP and DMC State Plan County will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home- or community-based settings,<sup>1</sup> level of care transitions that occur within the facility, or transitions from outpatient therapy to intensive outpatient therapy and vice versa.
2. Members who are admitted for residential SUD treatment, including Perinatal Residential Substance Use Disorder Treatment and residential SUD treatment provided to Members under the age of 21 pursuant to the EPSDT benefit mandate where DMC State Plan County is the primary payer, DMC State Plan County is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC State Plan County, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,<sup>2</sup> including, but not limited to:

- a. Tracking when Members are admitted, discharged, or

transferred from facilities contracted by DMC State Plan County in accordance with Section 11(a)(iii) of this MOU;

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services, and supports for dual-eligible Members);

c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports, and enrolling the Member in the program as appropriate;

e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

f. Assigning or contracting with a care manager to coordinate with county care coordinators to ensure physical health follow-up needs are met for each eligible Member as outlined by the Population Health Management Policy Guide.<sup>3</sup>

3. The Parties must include in their policies and procedures a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or DMC State Plan services;

4. For inpatient residential SUD treatment provided by DMC State Plan County or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

vi. **Clinical Consultation.** The Parties must establish policies and procedures to ensure that Members have access to clinical consultation, including consultation on medications, as well as clinical navigation support for patients and caregivers.

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<sup>1</sup> Expectations for transitional care are defined in the Population Health Management Policy Program Guide: <https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf>

<sup>2</sup> The Population Health Management Policy Program Guide can be found here: <https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf>; see also PHM Roadmap and Strategy: <https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-Health-Management-Strategy-and-Roadmap.pdf>

<sup>3</sup> CalAIM Population Health Management Policy Guide available at <https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf>.

**vii. Enhanced Care Management.**

1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

a. That MCP prioritizes assigning a Member to a DMC Provider as the ECM Provider if the Member receives DMC State Plan services from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions, and;

b. That the Parties implement a process for DMC Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria.

2. The Parties must implement a process for avoiding duplication of services for individuals receiving ECM with DMC State Plan care coordination. Members receiving DMC State Plan care coordination can also be eligible for and receive ECM.

3. MCP must have written processes for ensuring the non-duplication of services for Members receiving ECM and DMC State Plan care coordination.

**viii. Community Supports.** Coordination must be established with applicable Community Supports Providers under contract with MCP, including:

1. The identified point of contact from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and DMC State Plan protocols;

2. Identification of the Community Supports covered by MCP; and

3. A process for specifying how DMC State Plan County will make referrals for Members eligible for or receiving Community Supports.

**ix. Prescription Drugs.** The Parties must develop a process for coordination between MCP and DMC State Plan County for prescribing drug and laboratory, radiological, and radioisotope service procedures, including a process for referring eligible Members for SUD services to a Drug Medi-Cal-certified program or a DMC-ODS program in accordance with the Medi-Cal Managed Care Contract.

**9. Quarterly Meetings.**

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, referral process, and other matters that arise as a result of this MOU. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the DMC State Plan County Contract, and this MOU.

c. Each party must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and

Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by DMC State Plan County with reasonable notice, such as local county meetings, local community forums, and DMC State Plan County engagements, to collaborate with DMC State Plan County in equity strategy and wellness and prevention activities.

**10. Quality Improvement.** The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. The Parties must document these QI activities in its policies and procedures.

**11. Data Sharing and Confidentiality.** The Parties must establish policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of this MOU are exchanged timely and maintained securely, confidentially, and in compliance with the requirements set forth below to the extent permitted under applicable State and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Welfare and Institutions Code Section 14184.102(j), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.<sup>4</sup>

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and DMC State Plan County must share only the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must implement policies and procedures that support timely and frequent exchange of Member information and data, that may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. DMC State Plan County and MCP must establish policies and procedures to implement the following with regard to information sharing:

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the DMC Provider is serving as an ECM Provider;

ii. A process for DMC State Plan County to send regular frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for DMC State Plan County to send admission,



discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC State Plan County (e.g., perinatal residential SUD treatment facilities and any other residential services provided under the EPSDT mandate, such as residential SUD treatment and withdrawal management facilities), and for MCP to receive this data; and

iv. A process for MCP to send admission, discharge, and transfer data to DMC State Plan County when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities). This process may incorporate notification requirements as described in Section 8(a)(v)(3).

b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

## **12. Dispute Resolution.**

a. The Parties must agree to dispute resolution procedures in the event any dispute or difference of opinion arises regarding which Party is responsible for service coverage arising out of or relating to this MOU. The Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the dispute resolution procedures in policies and procedures. Pending resolution of any dispute, the Parties must continue without delay to carry out all its responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating negotiations or the time period that is mutually established by the Parties in writing, either Party may pursue its available legal and equitable remedies under State law. Disputes between MCP and DMC State Plan County that cannot be resolved in a good faith attempt between the Parties, must be forwarded by MCP and/or DMC State Plan County to DHCS.

b. Unless otherwise determined by the Parties, the DMC State Plan County Liaison must be the designated individual responsible for receiving notice of actions, denials, or deferrals from MCP, and for providing any additional information requested in the deferral notice as necessary for a medical necessity determination.

c. MCP must monitor and track the number of disputes with DMC State Plan County where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

d. Until the dispute is resolved:

i. Parties must agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

ii. DMC State Plan County shall only be responsible for the payment of services under dispute if those services are set forth in the DMC State Plan Contract,

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<sup>4</sup> CalAIM Data Sharing Authorization Guidance October 2023 available at: <https://www.dhcs.ca.gov/CalAIM/ECM/Documents/CalAIM-Data-Sharing-Authorization-Guidance.pdf>

and MCP shall only be responsible for the payment of services under dispute if those services are set forth in the MCP Contract.

e. Nothing in the MOU or provision constitutes a waiver of any of the governmental claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

**13. Equal Treatment.** Nothing in this MOU is intended to benefit or prioritize Members over persons served by DMC State Plan County who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., DMC State Plan County cannot provide any service, financial aid, or other benefit, to an individual that is different, or is provided in a different manner, from that provided to others provided by DMC State Plan County.

**14. General.**

a. **MOU Posting.** MCP and DMC State Plan County must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and DMC State Plan County must retain all documents demonstrating compliance with this MOU for at least 10 years in accordance with the MCP Contract and DMC State Plan County Contract, respectively. If DHCS requests a review of any existing MOU, the Party that receives the request must submit the requested MOU within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to the other Party in the manner provided for herein.

d. **Delegation.** MCP and DMC State Plan County may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and DMC State Plan County must conduct an annual review of this MOU to determine whether any modifications, amendments,

updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS and DMC State Plan County evidence of the annual review of the MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU shall be deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, the DMC State Plan County Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between DMC State Plan County and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither DMC State Plan County nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitutes one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)


The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

**Partnership HealthPlan of California**

DocuSigned by:  
**Signature:**   
**Name:** Sonja Bjork  
**Title:** CEO  
**Notice Address:** 4665 Business Center Dr.  
Fairfield, CA 94534  
**Date:** 1/7/2025

Signed by:  
**Signature:**   
**Name:** Jennifer Lopez  
**Title:** CFO  
**Notice Address:** 4665 Business Center Dr.  
Fairfield, CA 94534  
**Date:** 1/8/2025

**Plumas County Behavioral Health**

**Signature:**   
**Name:** Sharon Sousa, LMFT  
**Title:** Director  
**Notice Address:**  
270 County Hospital Road Suite 109  
Quincy, CA 95971

**Date:** 01/09/2025

**Approved As to Content:**

**Signature:**  
**Name:** KEVIN GOSS  
**Title:** Chair, Board of Supervisors

**Attest:**

**Signature:**  
**Name:** Allen Hiskey  
**Title:** Clerk, Board of Supervisors

Approved as to form:  
  
Craig Settemire  
Counsel

**Exhibits A and B**

**EXHIBIT A**

4b.

Mark Bontrager

Partnership HealthPlan Behavioral Health Administrator/ or Designee

[mbontrager@partnershiphp.org](mailto:mbontrager@partnershiphp.org)

707-419-7913

4665 Business Center Drive

Fairfield, CA 94534

**DMC State Plan County Responsible Person**

**EXHIBIT B**

5b.

Gary Sanderson

Alcohol and Drug Administrator

[gsanderson@pcbh.services](mailto:gsanderson@pcbh.services)

530-297-8791

270 County Hospital Road Suite 109

Quincy, CA 95971

**Exhibit C**  
**Data Elements**

*Through the joint participation in a Health Information Exchange (HIE), the following data will be exchanged between the County Mental Health Plan and Managed Care Plan. When necessary, patient/member consent will be obtained prior to exchanging the following data as dictated by federal and state privacy rules.*

#	From County Data Elements	From PHC Data Fields
<b>Member Demographics</b>		
1	Member Client Identification Number (CIN)	Member Client Identification Number (CIN)
2	County	County
3	First Name	Member First Name
4	Middle Name	Member Middle Name
5	Last Name	Member Last Name
6	Social Security Number	Social Security Number
7	Date of Birth	Date of Birth
8	Race/Ethnicity	Race/Ethnicity
9	Gender	Gender
10		ECM Provider
<b>PCP</b>		
11	N/A	PCP Name
12	N/A	NPI number
13	N/A	Address
14	N/A	Taxonomy
<b>Visit Details, all types</b>		
15	Rendering/attending provider for encounter below - only for outpatient	Rendering/attending provider
16	Rendering/attending provider NPI number - NPI for org	Rendering/attending provider NPI number
17	Rendering/attending provider service location	Rendering/attending provider service location
18	Rendering/attending phone number	Rendering/attending phone number
19	Rendering/attending provider specialty - outpatient	Rendering/attending provider specialty: Mental Health and PCP
<b>SUD or MH outpatient visits from County BH</b>		<b>Medical Out Patient Visits</b>
20	OP MH or SUD-Date of OutPatient Visit	OutPatient-Date of Visit
21	OutPatient-Office ID	OutPatient-Office ID
22	OutPatient-Office Name of Site	OutPatient-Office Name of Site
23	OutPatient-Office NPI	OutPatient-Office NPI

24	OutPatient-diagnosis codes	OutPatient-diagnosis codes
25	OutPatient-Procedure codes	OutPatient-Procedure codes
<b>ED Visits</b>		
26	N/A	ED-Date of ED visit
27	N/A	ED-Hospital name
28	N/A	ED-NPI number
29	N/A	ED-All Diagnosis code
30	N/A	ED-Principle Diagnosis Codes
31	N/A	ED-Main visit procedure codes
32	N/A	ED-CPT code
<b>MH/SUD In Patient Admissions</b>		<b>In Patient Admissions</b>
33	IP-Hospital name	IP-Hospital name
34	IP-NPI number	IP-NPI number
35	IP-Date of admission	IP-Date of admission
36	IP-Date of discharge	IP-Date of discharge
37	IP-Admission Diagnosis Codes	IP-Admission Diagnosis Codes
38	IP-Discharge Diagnosis	IP-Discharge Diagnosis
<b>County Enrollment Status</b>		<b>PHC Enrollment status</b>
39	Enrollment date for SUD	PHC enrollment date
40	Enrollment date for MH	MediCal Aid code





## PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT MEMORANDUM

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

**FROM:** Kyle Hardee, Department Fiscal Officer

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

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

**Background and Discussion:**

The Department's full-time nurse resigned on 12/27/2024. The Department is asking to recruit extra-help, part-time nurse position to continue necessary work while a full-time nurse can be recruited.

**Action:**

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

**Fiscal Impact:**

No General Fund Impact, Mental Health Funds.

**Attachments:**

1. CRITICAL STAFFING QUESTIONNAIRE- EH-LVN 1-11-24
2. Psychiatric Nurse I BH
3. Psychiatric Nurse II BH
4. RN I-Behavioral Health
5. RN II-Behavioral Health
6. LVN I-Behavioral Health
7. LVN II-Behavioral Health
8. PCBH Org Chart 12-12-2024

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE  
CURRENTLY ALLOCATED IN 24-25 BUDGET  
**2 Extra-Help Licensed Vocational Nurse I/II, Registered Nurse I/II,  
or Psychiatric Nurse 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? **With the loss of 1.0 FTE nursing positions from termination, delivery of services to the at-risk population will be severely delayed.**

How long has the position been vacant? **1.0 FTE vacant due to a resignation on 12/27/2024. Letter received 12/12/2024.**

- Can the department use other wages until the next budget cycle? **The position is fully funded for the current fiscal year.**
- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size use a comparable number or greater.**

What core function will be impacted without filling the position prior to July 1? **Medication administration and nursing support for an at-risk population. The department will not be able to add more clients to the AOD program until this position is filled.**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **The inability to recoup Medi-Cal reimbursements for undelivered services as well as a potential increase in crises, leading to increased hospitalization costs.**

- 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? What impact will this reduction plan have to other County departments? **No impact is expected as funding is secure and ongoing.**
- 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 General Fund monies support is required.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses if needed.**

## **PSYCHIATRIC NURSE I-BEHAVIORAL HEALTH**

### **DEFINITION**

Under general supervision and direction provides professional nursing care to mentally ill and emotionally disturbed patients, requiring a specialized knowledge of facilities and laws related to the treatment of the mentally ill and substance abuse. Collaborates and advises staff and other personnel in diagnosing and planning treatments for such patients as well as assists and participates in various administrative and mental health program activities.

### **DISTINGUISHING CHARACTERISTICS**

Psychiatric Nurse I is the entry and training level of the class series. Incumbents are fully licensed and provide specialized psychiatric nursing care within the scope of their licensing and training while learning County policies and becoming proficient in procedures and become accustomed to providing services in a public health care environment.

After an incumbent has gained sufficient experience and demonstrated the capacity to work on a more independent basis, they may reasonably expect promotion to the Psychiatric Nurse II level.

### **REPORTS TO**

Behavioral Health Unit Supervisor – Nursing, Psychiatrist/Medical Director, Deputy Director, or Behavioral Health Director

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **PSYCHIATRIC NURSE I – 2**

### **ESSENTIAL FUNCTIONS**

- Assesses, implements, and monitors client physical and mental health deficiencies, treatments, and needs within established guidelines and procedural framework of the Behavioral Health Department.
- Observes and reports patients' mental and physical condition and behavior to physician, nurse practitioner, physician's assistant, and mental health treatment team as overall assessment and treatment planning and implements modifications as directed.
- Participates in the development, implementation, and evaluation of direct patient care and provides direct and ongoing assessment and care of patients.
- Prescribed medications, treatments, and makes modifications commensurate with patient's conditions.
- Maintains medication, supplies, inventory and physical security of drugs and medical supplies and records; dispenses prescribed medications; administers medications, including injections, noting reactions and results; and consults with medical providers regarding individual patients' medications.
- Works collaboratively with medical and non-medical staff fostering cooperation among those involved in determining and furthering patient's best interests.
- Interacts and educates family members and significant others about conditions, treatment plans, and aftercare instructions.
- Maintains complete charts and records of patients' condition, treatment, and reactions.
- Assists with evaluating services or program; may teach health education classes.
- Attend and participate in conferences, committee meetings, staff development, and in-service training.
- Establish and maintain effective working relations with co-workers, the public, and other government agencies.
- Assists in the development of improved departmental procedures, methods and services.
- Responsible for daily management of a behavioral health clinic/facility, assess and effectively respond to assaultive and inappropriate behavior.
- Deliver medications as needed in urgent situations.
- Participate in the on call emergency rotation as assigned.
- Adhere to health and safety standards, protocols, and equipment operation.
- Utilize appropriate personal protective equipment, and safety protocols.

## **PSYCHIATRIC NURSE I – 3**

### **WORKING CONDITIONS AND PHYSICAL REQUIREMENTS**

Work is performed in crisis, in clinical settings, and outpatient facilities. There is a potential for exposure to hostile situations and infectious diseases. Standard work hours are required. Incumbents must be able to work in and with a clinically challenging client population.

Incumbents must possess normal manual dexterity and eye-hand coordination for grasping, repetitive hand movements, and fine coordination in handling medical instruments and preparing client medical files using a computer keyboard. The position requires extended periods of sitting with periods of frequent standing and walking; corrected hearing and vision to normal range; and the ability to lift and carry up to 25 lbs.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Incumbent should possess a thorough and comprehensive knowledge of professional nursing practices, procedures, and techniques used in the care and treatment of psychiatric patients; medical, social, and community resources available to patients; organization and standard procedures of mental health treatment facilities and multi-disciplinary treatment teams; standard professional methods of physical restraint of patients; symptoms and behavior patterns of mental and mood disorders; social psychological, and physical factors of mental and mood disorders; medical and psychiatric specific terminology; narcotics, mood stabilizers, and other psychotropic pharmaceuticals including their effects, control procedures, and preparation and administration protocols; behavioral interventions specific to the needs of patients; State and Federal laws related to psychiatric nursing, mandatory reporting, and providing treatment for substance abuse and the mentally ill.

Skill in assessing medical issues complicating psychiatric care; communicating patient histories, assessments, and care plans to psychiatrists, emergency room personnel, nursing staff, and in providing testimony under oath in a competent, concise, and accurate manner; interpreting laboratory results in relation to psychiatric conditions; conducting mental health status observations and obtaining relevant information from patients, family, and others through intake exams, ; documenting and maintaining accurate patient records; and applying professional judgement in determining appropriate intervention techniques.

## **PSYCHIATRIC NURSE I – 4**

### **KNOWLEDGE, SKILLS, AND ABILITIES(continued)**

Ability to understand and implement limitations to scope of practice as defined by the California Board of Medical Quality Assurance and County policy; understand and implement County, State, and Federal statutes, rules, ordinances, codes, and regulations; diagnose medical conditions from psychiatric symptoms; effectively represent the County in interactions with patients and their families, the public, other government agencies, community groups, and strategic partnerships; demonstrate leadership in applying behavioral interventions; provide oversight to non-medical staff; assess and recommend ongoing treatment needs related to discharge; implement intervention services and identify referral services; adhere to confidentiality requirements under HIPAA, CMIA, the Privacy Act of 1974 and other patient protection and privacy laws; and establish and maintain effective working relations with co-workers and other County departments.

### **TRAINING AND EXPERIENCE**

#### **Required qualifications for this position:**

A Bachelor's degree from an accredited college or registered nursing program

#### **AND**

one (1) year of responsible nursing experience, preferably including experience working directly with mental health or behavioral clients and/or psychiatry or tele-psychiatry and possession of a current Registered Nurse license issued by the State of California.

### **SPECIAL REQUIREMENTS**

Possession of a valid license as a Registered Nurse issued by the California State Board of Registered Nursing.

Must possess a valid driver's license at time of application and 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.





## **PSYCHIATRIC NURSE II-BEHAVIORAL HEALTH**

### **DEFINITION**

Under general supervision and direction provides professional nursing care to mentally ill and emotionally disturbed patients, requiring a specialized knowledge of facilities and laws related to the treatment of the mentally ill and substance abuse. Collaborates and advises staff and other personnel in diagnosing and planning treatments for such patients as well as assists and participates in various administrative and mental health program activities.

### **DISTINGUISHING CHARACTERISTICS**

Psychiatric Nurse II is the fully experienced journey level of the series. Incumbents have a comprehensive understanding and knowledge of County policies and implications of providing care in a behavioral health care setting. Incumbents are expected to perform the full range of duties associated with the more difficult and complex cases. Incumbents at the Psychiatric Nurse II level are performing many assignments on a relatively independent basis.

### **REPORTS TO**

Behavioral Health Unit Supervisor – Nursing, Psychiatrist/Medical Director, Deputy Director, or Behavioral Health Director

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **PSYCHIATRIC NURSE II – 2**

### **ESSENTIAL FUNCTIONS**

- Assesses, implements, and monitors client physical and mental health deficiencies, treatments, and needs within established guidelines and procedural framework of the Behavioral Health Department.
- Observes and reports patients' mental and physical condition and behavior to physician, nurse practitioner, physician's assistant, and mental health treatment team as overall assessment and treatment planning and implements modifications as directed.
- Participates in the development, implementation, and evaluation of direct patient care and provides direct and ongoing assessment and care of patients.
- Prescribed medications, treatments, and makes modifications commensurate with patient's conditions.
- Maintains medication, supplies, inventory and physical security of drugs and medical supplies and records; dispenses prescribed medications; administers medications, including injections, noting reactions and results; and consults with medical providers regarding individual patients' medications.
- Works collaboratively with medical and non-medical staff fostering cooperation among those involved in determining and furthering patient's best interests.
- Interacts and educates family members and significant others about conditions, treatment plans, and aftercare instructions.
- Maintains complete charts and records of patients' condition, treatment, and reactions.
- Assists with evaluating services or program; may teach health education classes.
- Attend and participate in conferences, committee meetings, staff development, and in-service training.
- Establish and maintain effective working relations with co-workers, the public, and other government agencies.
- Assists in the development of improved departmental procedures, methods and services.
- Responsible for daily management of a behavioral health clinic/facility, assess and effectively respond to assaultive and inappropriate behavior.
- Deliver medications as needed in urgent situations.
- Participate in the on call emergency rotation as assigned.
- Adhere to health and safety standards, protocols, and equipment operation.
- Utilize appropriate personal protective equipment, and safety protocols.

## **PSYCHIATRIC NURSE II – 3**

### **WORKING CONDITIONS AND PHYSICAL REQUIREMENTS**

Work is performed in crisis, in clinical settings, and outpatient facilities. There is a potential for exposure to hostile situations and infectious diseases. Standard work hours are required. Incumbents must be able to work in and with a clinically challenging client population.

Incumbents must possess normal manual dexterity and eye-hand coordination for grasping, repetitive hand movements, and fine coordination in handling medical instruments and preparing client medical files using a computer keyboard. The position requires extended periods of sitting with periods of frequent standing and walking; corrected hearing and vision to normal range; and the ability to lift and carry up to 25 lbs.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Incumbent should possess a thorough and comprehensive knowledge of professional nursing practices, procedures, and techniques used in the care and treatment of psychiatric patients; medical, social, and community resources available to patients; organization and standard procedures of mental health treatment facilities and multi-disciplinary treatment teams; standard professional methods of physical restraint of patients; symptoms and behavior patterns of mental and mood disorders; social psychological, and physical factors of mental and mood disorders; medical and psychiatric specific terminology; narcotics, mood stabilizers, and other psychotropic pharmaceuticals including their effects, control procedures, and preparation and administration protocols; behavioral interventions specific to the needs of patients; State and Federal laws related to psychiatric nursing, mandatory reporting, and providing treatment for substance abuse and the mentally ill.

Skill in assessing medical issues complicating psychiatric care; communicating patient histories, assessments, and care plans to psychiatrists, emergency room personnel, nursing staff, and in providing testimony under oath in a competent, concise, and accurate manner; interpreting laboratory results in relation to psychiatric conditions; conducting mental health status observations and obtaining relevant information from patients, family, and others through intake exams, ; documenting and maintaining accurate patient records; and applying professional judgement in determining appropriate intervention techniques.

## **PSYCHIATRIC NURSE II – 4**

### **KNOWLEDGE, SKILLS, AND ABILITIES(continued)**

Ability to understand and implement limitations to scope of practice as defined by the California Board of Medical Quality Assurance and County policy; understand and implement County, State, and Federal statutes, rules, ordinances, codes, and regulations; diagnose medical conditions from psychiatric symptoms; effectively represent the County in interactions with patients and their families, the public, other government agencies, community groups, and strategic partnerships; demonstrate leadership in applying behavioral interventions; provide oversight to non-medical staff; assess and recommend ongoing treatment needs related to discharge; implement intervention services and identify referral services; adhere to confidentiality requirements under HIPAA, CMIA, the Privacy Act of 1974 and other patient protection and privacy laws; and establish and maintain effective working relations with co-workers and other County departments.

### **TRAINING AND EXPERIENCE**

#### **Required qualifications for this position:**

A Bachelor's degree from an accredited college or registered nursing program

#### **AND**

two (2) years of psychiatric nursing experience in a capacity similar to Psychiatric Nurse I with Plumas County preferably including experience working directly with mental health or behavioral clients and/or psychiatry or tele-psychiatry and possession of a current Registered Nurse license issued by the State of California.

### **SPECIAL REQUIREMENTS**

Possession of a valid license as a Registered Nurse issued by the California State Board of Registered Nursing.

Must possess a valid driver's license at time of application and 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.

## **REGISTERED NURSE I-BEHAVIORAL HEALTH**

### **DEFINITION**

Under general supervision, to assist with coordination and participate in a variety of county publicly funded health services; to perform activities related to implementation of various health programs; to interview, educate, counsel, and refer clients regarding a variety of health conditions; and to do related work.

### **DISTINGUISHING CHARACTERISTICS**

Incumbents in the Registered Nurse class series do not have the necessary education, experience, or license requirements to qualify as a Public Health Nurse. Incumbents assist with the planning and conduct of nursing assessments, direct patient care, home visits, and health education. Incumbents at the Registered Nurse I level are performing many assignments in training and learning capacity. They work under closer supervision than Registered Nurse II's. When the requisite background and experience have been obtained an incumbent may be promoted to Registered Nurse II.

### **REPORTS TO**

Behavioral Health Unit Supervisor – Nursing, Psychiatrist/Medical Director, Deputy Director, or Behavioral Health Director

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **REGISTERED NURSE I – 2**

### **ESSENTIAL FUNCTIONS**

- Assist with planning and organizing clinical activities.
- Assists with the operation of clinics and satellite immunization sites, performing immunizations.
- Performs vaccinations.
- Performs, reads, and evaluates skin tests.
- Interviews and elicits medical history from clients.
- Performs pregnancy testing.
- Assists with screening of patients for special medical assistance programs.
- Evaluates patients on the basis of history and tests, making appropriate referrals to medical and community resources.
- Visits physicians' offices to follow up on clients and concerns.
- Performs confidential HIV counseling.
- Works with community agencies to promote wellness.
- Performs activities such as dipstick urine tests, drawing of blood, and blood pressure screening, and giving injections.
- Documents all activities in patients' charts; prepares a variety of reports.
- May teach health education classes as assigned.
- Prepares reports.

### **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 or clinic environment; exposure to communicable diseases continuous contact with staff and the public.



## **REGISTERED NURSE I – 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles, methods, and procedures of general nursing and public health nursing.
- Causes, means of transmission, and methods of controlling communicable diseases.
- Disease processes and the mechanisms to prevent and control them.
- Health problems and requirements of infant, children, adolescent, and elderly clients.
- State laws relating to reporting Child/Adult abuse.

#### **Ability to:**

- Communicate effectively orally and in writing.
- Follow oral and written instructions.
- Assess the physical condition of patients.
- Maintain confidentiality of material.
- Interview patients and families to gather medical history.
- Counsel clients and make referrals to community resources.
- Draw blood samples for laboratory testing.
- Administer immunizations.
- Work responsibly with physicians and other members of the medical team.
- Effectively represent the Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with patients and others.

### **TRAINING AND EXPERIENCE**

#### **Required qualifications for this position:**

One (1) year of general nursing experience,

**AND**

Completion of nursing studies and curriculum sufficient to obtain requisite licenses from the State of California.

## **REGISTERED NURSE I – 4**

### **SPECIAL REQUIREMENTS**

Possession of a valid license as a Registered Nurse issued by the California State Board of Registered Nursing.

Must possess a valid driver's license at time of application and 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.

## **REGISTERED NURSE II-BEHAVIORAL HEALTH**

### **DEFINITION**

Under general supervision, to coordinate and participate in a variety of county publicly funded health services; to perform activities related to implementation of various health programs; to interview, educate, counsel, and refer clients regarding a variety of health conditions; and to do related work.

### **DISTINGUISHING CHARACTERISTICS**

Incumbents in the Registered Nurse class series do not have the necessary education, experience, or license requirements to qualify as a Public Health Nurse. Incumbents perform the planning and conduct of nursing assessments, direct patient care, home visits, and health education. Incumbents at the Registered Nurse II level are performing many assignments on a relatively independent basis. They work under less direction and supervision than Registered Nurse I's.

### **REPORTS TO**

Behavioral Health Unit Supervisor – Nursing, Psychiatrist/Medical Director, Deputy Director, or Behavioral Health Director

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## **REGISTERED NURSE II – 2**

### **ESSENTIAL FUNCTIONS**

- Plans and organizes clinical activities.
- Operates clinics and satellite immunization sites, performing immunizations.
- Performs vaccinations.
- Performs, reads, and evaluates skin tests.
- Interviews and elicits medical history from clients.
- Performs pregnancy testing.
- Screens patients for special medical assistance programs.
- Evaluates patients on the basis of history and tests, making appropriate referrals to medical and community resources.
- Visits physicians' offices to follow up on clients and concerns.
- Performs confidential HIV counseling.
- Works with community agencies to promote wellness.
- Performs activities such as dipstick urine tests, drawing of blood, and blood pressure screening, and giving injections.
- Documents all activities in patients' charts.
- Prepares a variety of reports.
- May teach health education classes as assigned; prepares reports.

### **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 or clinic environment; exposure to communicable diseases continuous contact with staff and the public.

## **REGISTERED NURSE II – 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles, methods, and procedures of general nursing and public health nursing.
- Causes, means of transmission, and methods of controlling communicable diseases.
- Disease processes and the mechanisms to prevent and control them.
- Health problems and requirements of infant, children, adolescent, and elderly clients.
- State laws relating to reporting Child/Adult abuse.

#### **Ability to:**

- Communicate effectively orally and in writing.
- Follow oral and written instructions.
- Assess the physical condition of patients.
- Maintain confidentiality of material.
- Interview patients and families to gather medical history.
- Counsel clients and make referrals to community resources.
- Draw blood samples for laboratory testing.
- Administer immunizations.
- Work responsibly with physicians and other members of the medical team.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with patients and others.

### **TRAINING AND EXPERIENCE**

#### **Required qualifications for this position:**

One (1) year of nursing experience in a capacity similar to Registered Nurse I with Plumas County,

#### **AND**

Completion of nursing studies and curriculum sufficient to obtain requisite licenses from the State of California.

## **REGISTERED NURSE II - 4**

### **SPECIAL REQUIREMENTS**

Possession of a valid license as a Registered Nurse issued by the California State Board of Registered Nursing.

Must possess a valid driver's license at time of application and 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.

## **LICENSED VOCATIONAL NURSE I – BEHAVIORAL HEALTH**

### **DEFINITION**

Under immediate and general supervision performs professional nursing services; assists Nurse Practitioners, Physicians, and Staff Nurses in the treatment of patients; provides a variety of patient care triage and related patient focused services to provide assistance to support the functions and operation of the Behavioral Health Department; determines eligibility of personnel into health care programs.

### **DISTINGUISHING CHARACTERISTICS**

The Licensed Vocational Nurse I is the entry and training level class to the series where incumbents learn to perform and administer a range of physical health assessments, diagnostic procedures, and treatments. Incumbents are expected to progress to the Licensed Vocational Nurse II level within a reasonable period of time. The Licensed Vocational Nurse II is the fully experienced journey-level class in the series. Incumbents work independently performing the full range of duties requiring a thorough understanding of health care practices and procedures, laws and regulations. Classes in this series are distinguished from Registered Nurse and in that the latter requires additional specialized training and licensing.

### **REPORTS TO**

Behavioral Health Unit Supervisor – Nursing, Psychiatrist/Medical Director, Deputy Director, or Behavioral Health Director

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **LICENSED VOCATIONAL NURSE I – 2**

### **ESSENTIAL FUNCTIONS**

- Conducts skin, hearing, vision, and blood tests, interprets readings, and evaluates course of treatment.
- Measure and record patient blood pressure and other vital systems.
- Compile and review medical literature extrapolating relevant information into an organized and readily understandable format for presentation to a wide variety of audiences.
- Prepare and administer preventative health care treatments, immunizations, and vaccinations.
- Coordinate and participate in health clinics and conduct home health visits in various locations throughout the County.
- Document and maintain adequate inventories of clinic supplies.
- Prepare patients for physical examinations.
- Assist physicians with patient examinations.
- Collect and prepares specimens for mailing.
- Prepare patient files, document patient complaints, examinations, and recommended courses of action.
- Provide and communicate health and wellness information and instructions to clients and the general public.
- Prep treatment rooms for out-patient procedures, examinations, and vaccinations.
- Sterilize medical instruments before and after procedures.
- Know and adhere to health and safety standards, protocols, and equipment operation.
- Identify and utilize appropriate personal protective equipment, and safety protocols.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of modern nursing principles, techniques, methods and procedures, and standard nursing practices; principles and practices of medical diagnosis and treatment, medications and side effects, and the disease process; vaccine requirements for schools; principles and practices of medical filing, records management, and patient file documentation procedures; medical terminology and the use of nursing equipment and supplies; ethics and laws under which medicine is practiced; roles and responsibilities of community health care agencies and related health professionals; Federal, State, and local laws and regulations related to publicly funded health care services, including Mental Health Programs and reporting Child/Adult abuse; medications and side effects, and the disease process; vaccine requirements for schools; principles and practices of medical filing, records management, and patient care documentation procedures.



## **LICENSED VOCATIONAL NURSE I – 3**

### **KNOWLEDGE, SKILLS, AND ABILITIES(CONTINUED)**

Skill in providing effective nursing services, administering injections, assessing difficult situations and taking effective courses of action; assessing and prioritizing multiple tasks, projects, and demands; interacting with people of different social, economic, and ethnic backgrounds; working within deadlines to complete projects and assignments; establishing and maintaining effective working relations with co-workers, other County employees and the public; operating a personal computer utilizing a variety of standard software.

Ability to understand and implement limitations to scope of practice as defined by the California Board of Medical Quality Assurance and County policy; understand and implement County, State and Federal statutes, rules, ordinances, codes and regulations. Diagnose medical conditions; effectively represent the County in interactions with patients and their families, the public, other government agencies, community groups, and strategic partnerships; adhere to confidentiality requirements under HIPAA, CMIA, the Privacy Act of 1974 and other patient protection and privacy laws; and establish and maintain effective working relations with co-workers and other County departments.

### **WORKING CONDITIONS AND PHYSICAL REQUIREMENTS**

Work is performed in crisis, in clinical settings, inpatient facilities, client homes, and outpatient facilities. There is a potential for exposure to hostile situations and infectious diseases. Non-standard work hours are required. Incumbents must be able to work in and with a clinically challenging client population.

Incumbents must possess normal manual dexterity and eye-hand coordination for grasping, repetitive hand movements, and fine coordination in handling medical instruments and preparing client medical files using a computer keyboard. The position requires extended periods of sitting with periods of frequent standing and walking; corrected hearing and vision to normal range; and the ability to lift and carry up to 25 lbs.

## **LICENSED VOCATIONAL NURSE I – 4**

### **TRAINING AND EXPERIENCE**

Must possess and maintain valid license issued by the Department of Consumer Affairs licensed as a Vocational Nurse by the California State Board of Vocational Nursing and Psychiatric Technicians.

### **SPECIAL REQUIREMENTS**

Must possess a valid driver's license at time of application and 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.

## **LICENSED VOCATIONAL NURSE II – BEHAVIORAL HEALTH**

### **DEFINITION**

Under immediate (I) and general supervision (II) performs professional nursing services; assists Nurse Practitioners, Physicians, and Staff Nurses in the treatment of patients; provides a variety of patient care triage and related patient focused services to provide assistance to support the functions and operation of the Behavioral Health Department; determines eligibility of personnel into health care programs.

### **DISTINGUISHING CHARACTERISTICS**

The Licensed Vocational Nurse I is the entry and training level class to the series where incumbents learn to perform and administer a range of physical health assessments, diagnostic procedures, and treatments. Incumbents are expected to progress to the Licensed Vocational Nurse II level within a reasonable period of time. The Licensed Vocational Nurse II is the fully experienced journey-level class in the series. Incumbents work independently performing the full range of duties requiring a thorough understanding of health care practices and procedures, laws and regulations. Classes in this series are distinguished from Registered Nurse and in that the latter requires additional specialized training and licensing.

### **REPORTS TO**

Behavioral Health Unit Supervisor – Nursing, Psychiatrist/Medical Director, Deputy Director, or Behavioral Health Director

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **LICENSED VOCATIONAL NURSE II – 2**

### **ESSENTIAL FUNCTIONS**

- Conducts skin, hearing, vision, and blood tests, interprets readings, and evaluates course of treatment.
- Measure and record patient blood pressure and other vital systems.
- Compile and review medical literature extrapolating relevant information into an organized and readily understandable format for presentation to a wide variety of audiences.
- Prepare and administer preventative health care treatments, immunizations, and vaccinations.
- Coordinate and participate in health clinics and conduct home health visits in various locations throughout the County.
- Document and maintain adequate inventories of clinic supplies.
- Prepare patients for physical examinations.
- Assist physicians with patient examinations.
- Collect and prepares specimens for mailing.
- Prepare patient files, document patient complaints, examinations, and recommended courses of action.
- Provide and communicate health and wellness information and instructions to clients and the general public.
- Prep treatment rooms for out-patient procedures, examinations, and vaccinations.
- Sterilize medical instruments before and after procedures.
- Know and adhere to health and safety standards, protocols, and equipment operation.
- Identify and utilize appropriate personal protective equipment, and safety protocols.

### **KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of modern nursing principles, techniques, methods and procedures, and standard nursing practices; principles and practices of medical diagnosis and treatment, medications and side effects, and the disease process; vaccine requirements for schools; principles and practices of medical filing, records management, and patient file documentation procedures; medical terminology and the use of nursing equipment and supplies; ethics and laws under which medicine is practiced; roles and responsibilities of community health care agencies and related health professionals; Federal, State, and local laws and regulations related to publicly funded health care services, including Mental Health Programs and reporting Child/Adult abuse; medications and side effects,

and the disease process; vaccine requirements for schools; principles and practices of medical filing, records management, and patient care documentation procedures.

### **LICENSED VOCATIONAL NURSE II – 3**

#### **KNOWLEDGE, SKILLS, AND ABILITIES -continued**

Skill in providing effective nursing services, administering injections, assessing difficult situations and taking effective courses of action; assessing and prioritizing multiple tasks, projects, and demands; interacting with people of different social, economic, and ethnic backgrounds; working within deadlines to complete projects and assignments; establishing and maintaining effective working relations with co-workers, other County employees and the public; operating a personal computer utilizing a variety of standard software.

Ability to understand and implement limitations to scope of practice as defined by the California Board of Medical Quality Assurance and County policy; understand and implement County, State and Federal statutes, rules, ordinances, codes and regulations. Diagnose medical conditions; effectively represent the County in interactions with patients and their families, the public, other government agencies, community groups, and strategic partnerships; adhere to confidentiality requirements under HIPAA, CMIA, the Privacy Act of 1974 and other patient protection and privacy laws; and establish and maintain effective working relations with co-workers and other County departments.

#### **WORKING CONDITIONS AND PHYSICAL REQUIREMENTS**

Work is performed in crisis, in clinical settings, inpatient facilities, client homes, and outpatient facilities. There is a potential for exposure to hostile situations and infectious diseases. Non-standard work hours are required. Incumbents must be able to work in and with a clinically challenging client population.

Incumbents must possess normal manual dexterity and eye-hand coordination for grasping, repetitive hand movements, and fine coordination in handling medical instruments and preparing client medical files using a computer keyboard. The position requires extended periods of sitting with periods of frequent standing and walking; corrected hearing and vision to normal range; and the ability to lift and carry up to 25 lbs.

## **LICENSED VOCATIONAL NURSE II – 4**

### **TRAINING AND EXPERIENCE**

#### **Required qualifications for this position:**

Must possess and maintain valid license issued by the Department of Consumer Affairs as a Vocational Nurse under the California State Board of Vocational Nursing and Psychiatric Technicians.

#### **AND**

at least 2 (two) years of professional work experience working in a public health or clinical setting.

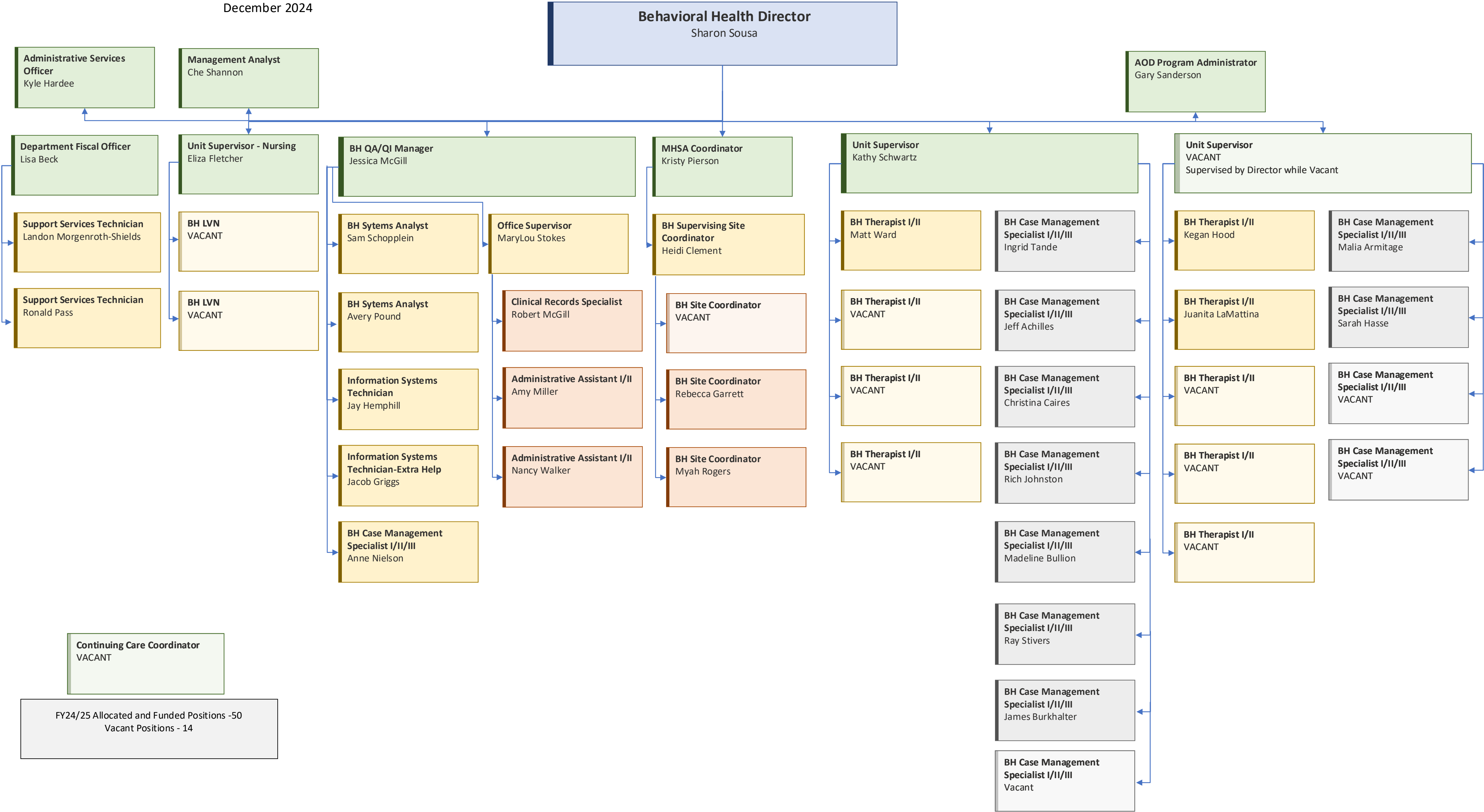
### **SPECIAL REQUIREMENTS**

Must possess a valid driver's license at time of application and 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 Behavioral Health Department

Organizational Chart  
December 2024





**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

The Director of Public Works respectfully recommends that the Board vote to authorize the Chair to sign the attached agreement, approved as to form by County Counsel. Not to exceed \$24,065.50

**Background and Discussion:**

Plumas County Department of Public Works operates six road maintenance yards for storing and fueling county vehicles and heavy equipment. The diesel fuel tanks at these facilities require periodic cleaning to remove contamination. Because there was only one contractor able to supply these services for Plumas County, Public Works staff requested sole source approval from CAO Debra Lucero, which was approved.

The attached service agreement was approved as to form by County Counsel. The source of funding for this contract is the Public Works Fund and does not involve the Plumas County General Fund.

**Action:**

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

**Fiscal Impact:**

No General Fund impact. Road Dept budget.

**Attachments:**

1. Optic Fuel Contract w Contractor Signature
2. Optic Fuel Sole Source Approval



### Maintenance Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Works** department (hereinafter referred to as “**County**”), and **Optic Fuel Clean of CA, Inc.**, a Minnesota Corporation (hereinafter referred to as “**Contractor**”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A and the “Work Order”, attached hereto (hereinafter referred to as the “Work”).
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B and the “Work Order”, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Four Thousand Sixty-Five and 50/100 Dollars. (\$24,065.50) (hereinafter referred to as the “Contract Amount”), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30, 2025, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
  - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. County’s Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County’s cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
  - d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
  6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
  7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
  8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

\_\_\_\_ COUNTY INITIALS

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may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

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and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

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

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

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

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

- 24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
- 25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
- 26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
- 27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

\_\_\_\_COUNTY INITIALS

CONTRACTOR INITIALS\_\_\_\_

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Public Works  
County of Plumas  
1834 East Main Street

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

Quincy, CA 95971  
Attention: Robert Thorman, P.E., Director of Public Works

Contractor:

Optic Fuel Clean of CA, Inc.  
14936 County Road 18  
Park Rapids, MN 56470  
Attention: Mark a Behrens

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the

\_\_\_\_ COUNTY INITIALS

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Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

\_\_\_\_ COUNTY INITIALS

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

**CONTRACTOR:**

Optic Fuel Clean of CA, Inc.,  
a Minnesota corporation

By: 

Mark A Behrens  
Chief Executive Officer & Secretary

Date: 1/8/25

**COUNTY:**

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

By: \_\_\_\_\_

Chair of The Board of Supervisors  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Allen Hiskey  
Clerk of the Board of Supervisors

Approved as to form:

  
Craig Settemire  
Counsel

\_\_\_\_ COUNTY INITIALS

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**EXHIBIT A**

**Scope of Work**

1. Contractor will perform the work described in the attached "Work Order" incorporated herein by this reference.
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

\_\_\_\_ COUNTY INITIALS

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## **EXHIBIT B**

### **Fee Schedule**

1. Contractor to be paid flat fee upon satisfactory completion of services
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.
4. Upon completion of a service requested by the County pursuant to this Agreement, Contractor shall provide a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within fifteen (15) days of County's receipt of Contractor's invoice
5. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
6. The County shall not have any responsibility to make payments to any subcontractor or supplier.
7. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
8. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.

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9. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

\_\_\_\_COUNTY INITIALS

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**OPTIC FUEL CLEAN OF CA, INC**

14936 County 18  
Park Rapids, MN 56470

Office: 866-924-3835

Fax: 530-267-4040

mark@opticfuelcleanofca.com

County of Plumas - Dept of Public Works  
Joe Blackwell-Deputy Director  
530-283-6491  
1834 E Main Street  
Quincy, CA 95971

**WORK ORDER**

[www.OpticFuelCleanofCA.com](http://www.OpticFuelCleanofCA.com)

Date	Estimate #
11/4/2024	8739
	P O #

*" the Optic Advantage "*

Item	Description	Tan...	Rate	Total
1500 Gal Diesel AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	1	1,049.00	1,049.00
2K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	1	1,185.00	1,185.00
2K Gal Gas AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums. Chester, CA	1	1,185.00	1,185.00
1K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	1	1,049.00	1,049.00
2K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	1	1,185.00	1,185.00
2K Gal Gas AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums. Greenville, CA	1	1,185.00	1,185.00
1K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	3	1,049.00	3,147.00
2K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	2	1,185.00	2,370.00
2K Gal Gas AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	1	1,185.00	1,185.00
10K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	1	1,489.00	1,489.00

**Total**

\* If Optic Fuel Clean of CA is in charge of waste removal, a current and valid EPA number is required.

\*\* It is understood that Optic Fuel Clean of CA, Inc. will not be responsible for damages resulting from poorly maintained probes, down tubes, fueling or access equipment during the inspection, cleaning, filtering and polishing process.

**SPECIAL INSTRUCTIONS:**

A valid and current EPA number is required. If not available, please call: 800-618-6942 to obtain a temporary number.

EPA#

Signature \_\_\_\_\_

# OPTIC FUEL CLEAN OF CA, INC

14936 County 18  
Park Rapids, MN 56470  
Office: 866-924-3835  
Fax: 530-267-4040  
mark@opticfuelcleanofca.com

County of Plumas - Dept of Public Works  
Joe Blackwell-Deputy Director  
530-283-6491  
1834 E Main Street  
Quincy, CA 95971

## WORK ORDER

www.OpticFuelCleanofCA.com

Date	Estimate #
11/4/2024	8739
	P O #

*" the Optic Advantage "*

Item	Description	Tan...	Rate	Total
	Quincy, CA			
2K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	1	1,185.00	1,185.00
2K Gal Gas AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums. Gracagle, CA	1	1,185.00	1,185.00
1K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	1	1,049.00	1,049.00
2K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums.	1	1,185.00	1,185.00
2K Gal Gas AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums. Beckwourth, CA	1	1,185.00	1,185.00
200 Gal Dsl AST	Inspect, clean, filter and remove water, bacterial sludge and rust particles to waste drums.	1	585.00	585.00
2K Gal Dsl AST	Inspect, clean, filter, polish and remove water, bacterial sludge and rust particles to customer waste drums. LaPorte, CA	2	1,185.00	2,370.00

**Total**

\* If Optic Fuel Clean of CA is in charge of waste removal, a current and valid EPA number is required.

\*\* It is understood that Optic Fuel Clean of CA, Inc. will not be responsible for damages resulting from poorly maintained probes, down tubes, fueling or access equipment during the inspection, cleaning, filtering and polishing process.

### SPECIAL INSTRUCTIONS:

A valid and current EPA number is required. If not available, please call: 800-618-6942 to obtain a temporary number.

EPA#

Signature\_\_\_\_\_

**OPTIC FUEL CLEAN OF CA, INC**

14936 County 18  
Park Rapids, MN 56470

Office: 866-924-3835

Fax: 530-267-4040

mark@opticfuelcleanofca.com

County of Plumas - Dept of Public Works  
Joe Blackwell-Deputy Director  
530-283-6491  
1834 E Main Street  
Quincy, CA 95971

**WORK ORDER**

[www.OpticFuelCleanofCA.com](http://www.OpticFuelCleanofCA.com)

Date	Estimate #
11/4/2024	8739
	P O #

*" the Optic Advantage "*

Item	Description	Tan...	Rate	Total
Waste Removal	IF YOU WOULD LIKE OPTIC FUEL CLEAN TO REMOVE THE WASTE - WE MUST HAVE AN ACTIVE EPA NUMBER PRIOR TO ARRIVAL EPA # _____  This service includes: disposal, labor, equipment, materials (drums), manifesting, labeling, and transportation from portal to portal according to state and federal regulations. Because we are not aware of the amount of contaminates prior to cleaning, it is hard to accurately determine the cost of this service. Amount of contaminates vary depending on the condition of the tank at a cost of \$585 per 55 gallon drum.			
Mileage	Mileage, fuel surcharge.  **I would estimate 2-3 drums per site.	150	1.95	292.50

**Total** \$24,065.50

\* If Optic Fuel Clean of CA is in charge of waste removal, a current and valid EPA number is required.

\*\* It is understood that Optic Fuel Clean of CA, Inc. will not be responsible for damages resulting from poorly maintained probes, down tubes, fueling or access equipment during the inspection, cleaning, filtering and polishing process.

**SPECIAL INSTRUCTIONS:**

A valid and current EPA number is required. If not available, please call: 800-618-6942 to obtain a temporary number.

EPA#

Signature \_\_\_\_\_



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323  
Rob Thorman, P.E., Director Joe Blackwell, Deputy Director




To: Debra Lucero, County Administrative Officer  
From: Robert Thorman, Director  
Date: December 5, 2024  
Re: Request for Approval of Sole Source Contract with Optic Fuel Clean of CA, Inc.


This memo is a request for pursuing a sole source agreement with Optic Fuel Clean of CA, Inc. for required cleaning of the diesel fuel tanks at all 6 Public Works yards to remove contaminants and algae.

Optic Fuel Clean of CA was the only contractor to provide a bid when this was advertised for formal bids several years ago. Our understanding is that Optic Fuel Clean is the only contractor that is capable of this cleaning, and they have a location in Chico, CA. Optic Fuel Clean conducted this work several years ago and Public Works was happy with their service. Ideally this cleaning of tanks would take place every 5 years.

The total price for services totals \$24,065.50.

If acceptable, please indicate so by replying via email. With your approval of sole source an agenda request will be submitted for the BOS approval and signature of the Chair at the January 7, 2025, Board of Supervisors meeting.

  
Robert Thorman, P.E.  
Director of Public Works,

  
Debra Lucero  
County Administrative Officer  
and Purchasing Agent



## PLUMAS COUNTY PUBLIC HEALTH AGENCY MEMORANDUM

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

**FROM:** Nicole Reinert, Director of Public Health

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors accept, approve and ratify Subaward Agreement number A25-0006-S004 from Chico State Enterprises in the amount of \$484,355.00; beginning July 1, 2024, and ending June 30, 2025, and authorize the Director of Public Health to sign the Subaward Agreement and all future amendments to said Subaward Agreement number A25-0006-S004.

**Background and Discussion:**

As the Board is aware, the Plumas County Public Health Agency has regularly received funding from California's Department of Aging on behalf of its program, Area 3 Agency on Aging, to provide nutritious meals and transportation services to seniors.

Plumas County's Senior Transportation Program provides transportation for seniors who require help getting from one location to another. The program's primary focus is on transportation to and from nutrition sites, medical appointments, and shopping.

Plumas County's Senior Nutrition Program consists of congregate meals at four nutrition sites throughout Plumas County and nutrition education programs that promote increased awareness and understanding of the role of nutrition in overall health.

**Action:**

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

**Fiscal Impact:**

(No General Fund Impact) (Senior Services)

**Attachments:**

1. 4659 Res FINAL
2. 4659 subaward FINAL

**RESOLUTION NO. 25-\_\_\_\_\_**

**RESOLUTION TO AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN THE  
SUBAWARD AGREEMENT NUMBER A25-0006-S004, BETWEEN PLUMAS COUNTY  
PUBLIC HEALTH AGENCY AND CHICO STATE ENTERPRISES.**

**WHEREAS**, the Area 3 Agency on Aging has received a Federal Passthrough Award, AAA-2425-03 from the California Department of Aging, to provide services according to Title III Programs to meet the needs of California's older adult population; and

**WHEREAS**, Plumas County Public Health Agency agrees at its own expense to furnish all equipment, labor, and materials necessary to provide Nutrition and Transportation services under Title IIIB and IIIC; and

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

Accept and approve Subaward Agreement number A25-0006-S004 from Chico State Enterprises in the amount of \$484,355.00; beginning July 1, 2024, and ending June 30, 2025, and authorize the Director of Public Health to sign the Subaward Agreement and all future amendments to said Subaward Agreement number A25-006-S004.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that this Board of Supervisors hereby ratifies Subaward Agreement number A25-0006-S004 effective July 1, 2024.

**The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 21<sup>st</sup> day of January 2025, by the following vote:**

**Ayes:**

**Noes:**

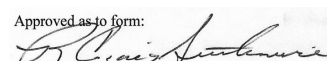
**Absent:**

**Abstain:**

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

**Attest:**

\_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:  
  
Craig Settlemyre  
Counsel

# SUBAWARD

SUBAWARD NUMBER <b>A25-0006-S004</b>	AM. NO.
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises**, hereafter called **Recipient**, and

**County of Plumas**

, hereafter called Subrecipient

Recipient, on behalf of its program, the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AAA-2425-03 (Prime), from California Department of Aging, to provide services according to Title III Programs to meet the needs of California's older adult population. Recipient is entering into this Subaward with Subrecipient in order to facilitate the goals and objectives set forth in the Prime.

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subaward shall commence **7/1/2024** and will end **6/30/2025**. The maximum amount of this Subaward is **\$ 484,355.00** from the following funding source:

Funding Source	IIIB Transportation	C1 Nutrition	C2 Nutrition
Federal	\$ 30,000.00	\$ 113,535.00	\$ 96,788.00
State General Fund		\$ 10,988.00	\$ 34,315.00
State GF Augmentation		\$ 27,558.00	\$ 155,222.00
NSIP		\$ 5,689.00	\$ 10,260.00
<b>Total Groups</b>	<b>\$ 30,000.00</b>	<b>\$ 157,770.00</b>	<b>\$ 296,585.00</b>
<b>Grand Total</b>	<b>\$ 484,355.00</b>		

Subrecipient agrees to provide Nutrition and Transportation Services under Title IIIB and IIIC programs and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subaward Agreement by this reference:

Exhibit A1 – Scope of Work  
Exhibit A2 – Scope of Services – Transportation  
Exhibit A3 – Scope of Services - Nutrition  
Exhibit B1 – Subrecipient Budget Detail  
Exhibit B2 – Budget Detail, Payment Provisions, and Closeout  
Exhibit C – General Terms and Conditions  
Exhibit D – General Program Guide Terms and Conditions  
Exhibit E – Specific Program Guide Terms and Conditions  
Exhibit F – Prime Award – CDA MOU AAA-2425-03  
Exhibit G – CDA Program Guide (released 4.10.2024)

RECIPIENT	SUBRECIPIENT
<b>CHICO STATE ENTERPRISES</b>	<b>County of Plumas</b>
BY: (AUTHORIZED SIGNATURE)                      DATE	BY: (AUTHORIZED SIGNATURE)                      DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE	PRINTED NAME AND TITLE OF PERSON SIGNING Nicole Reinert
ADDRESS/E-MAIL 25 Main Street, Suite 203, Chico, CA 95928-5388 <a href="mailto:msidney@csuchico.edu">msidney@csuchico.edu</a>	ADDRESS/E-MAIL 270 County Hospital Road, Suite 306, Quincy, CA 95947 <a href="mailto:Nicole.reinert@countyofplumas.com">Nicole.reinert@countyofplumas.com</a>

## Exhibit A1 Scope of Work

### ARTICLE I. PROGRAM DEFINITIONS (Program Guide § 4.3)

#### Definitions Specific to Title III Programs

1. **Eligible Service Population for Title III B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 125, 7127, 7130, 7135 and 7638.7]
2. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
3. **Individual with a disability** the term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
4. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
5. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a Subrecipient, or other local resources that qualify as match for the Contract funding.
6. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior federal fiscal year.
8. **One-Time-Only Funds** means:
  - a. Titles III federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
  - b. Title III federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
  - c. Supplemental Title III program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
9. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
10. **Program Income** means revenue generated by the Recipient or the Subrecipient from contract-supported activities and may include:
  - a. Voluntary contributions received from a participant or other party for services received.

- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.
  - d. Proceeds from the sale of goods created under an AAA Subaward agreement.
11. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
12. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

## ARTICLE II. TITLE III SCOPE OF WORK (Program Guide § 4.4)

The Subrecipient shall:

1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, RECIPIENT. #1
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from RECIPIENT and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements. #3
3. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services. #7
4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B). #8
5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C). #9
6. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D). #10
7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721. #11
8. Facilitate RECIPIENT's subcontracting process. #12
9. Facilitate RECIPIENT's process of review, approval, and monitoring of Subrecipient's budgets and expenditures and any subsequent amendments and revisions to budgets. Subrecipient shall, to the

extent feasible, ensure that all budgeted funds are expended by the end of the term of each agreement. #13

10. Facilitate RECIPIENT's process of monitoring, on an ongoing basis, Subrecipient's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subrecipient administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. #14
11. RECIPIENT must follow up and ensure that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2. #14
12. If this Subaward Agreement is for the provision of nutrition services, facilitate RECIPIENT's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
  - a. Inspection of non-food preparation nutrition sites at least every other year.
  - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
  - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
13. If this Subaward Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subrecipient's nutrition program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
14. Request, as needed, from RECIPIENT, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data. #15
15. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures. #16
16. Provide program information and assistance to the public. #17
17. Maintain a program data collection and reporting system as specified in Exhibit E of this Subaward agreement. #18
18. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:
  - a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388
  - b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926
  - c. Senior Center, 1335 Myers Street, Oroville, CA 95965
  - d. Colusa Multipurpose Senior Center, 10th and Parkhill, Colusa, CA 95932
  - e. Orland Senior Center, 19 Walker Street, Orland, CA 95963
  - f. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988

- g. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020
  - h. Portola Senior Citizen's Club, 449 W. Sierra, Portola, CA 96122
  - i. Veteran's Memorial Hall, 274 Lawrence, Quincy, CA 95971
  - j. Mohawk Resource Center, Highway 89, Graeagle, CA
  - k. Corning Senior Center, 1015 Fourth St, Corning, CA 96021
  - l. Los Molinos Senior Center, 25199 Josephine, Los Molinos, CA 96055
  - m. Red Bluff Multipurpose Senior Center, 1500 S Jackson, Red Bluff, CA 96080 #21
19. If this Subaward Agreement is for the provision of nutrition services, Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
  20. If this Subaward Agreement is for the provision of nutrition services, Offer a meal to a volunteer under-age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Subrecipient shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
  21. If this Subaward Agreement is for the provision of nutrition services, Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
  22. If this Subaward Agreement is for the provision of nutrition services, Report a meal only once either as a Title III meal or a Title VI meal.
  23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement. #22
  24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
  25. If this Subaward Agreement is for the provision of nutrition services, Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance.
  26. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, the AAA, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

**ARTICLE III. Title III C (Nutrition Services) and Nutrition Services Incentive Program (Program Guide § 4.4.3)**

The AAA shall:



1. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.
2. On an ongoing basis, Recipient shall monitor the Sub-recipient's use of Federal and State funds through reporting, site visits, regular contact, or other means to assure the Subrecipient administers Federal and State awards in compliance with laws, regulations, and this subaward and that performance goals are achieved. Subrecipient shall ensure that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every year for Title III C-1 and Title III C-2. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
3. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by AAA that assures all sites are seen systematically, but not necessarily every year. The Subrecipient Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures shall guarantee the following:
  - a. Inspection of non-food preparation nutrition sites at least every other year.
  - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
  - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
4. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. The AAA and subrecipient shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
5. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
6. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The AAA or the Subrecipient shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
7. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
8. Report a meal only once either as a Title III meal or a Title VI meal.
9. Ensure Title III C meals meet the nutrition requirements of meals:
  - a. Comply with the most current Dietary Guidelines for Americans
  - b. Provide one-third of the Dietary References Intakes (DRI) if providing one meal per day, two-thirds of the DRI if providing two meals per day, and 100% of the DRIs if providing three meals per day.
  - c. Comply with the Older Californians Nutrition Program Menu Guidance.
10. Develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

11. Annually assess each Title III C-1 and C-2 client's nutrition risk using the DETERMINE Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]
    - a. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the Title IIIC – Intake and Assessment Forms Guide.
  12. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.
    - a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]
    - b. The nutrition services provider must develop a suggested amount. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9.(b)]
- (1) Title III C-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]
  - (2) Title III C-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.

**EXHIBIT A**  
**IIIB SCOPE OF SERVICES**

Subrecipient agrees to provide the following transportation services and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart B regulations:

**A. SERVICE OBJECTIVES**

Subrecipient shall provide the following services on a regular basis by the close of this Agreement on June 30, 2025:

1. Transportation (1 one-way ride): Provision of a means of transportation for a person who requires help in going from one location (home, senior center, facility, etc.) to another.
  - a. Subrecipient will provide 2,000 one-way trips in transporting seniors in Plumas County, with a primary focus on transportation to and from the nutrition sites from July 1, 2023 through June 30, 2024
2. Assisted Transportation (1 one-way ride): Provision of assistance, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.
  - a. Subrecipient will provide 1,450 one-way trips in Plumas County, providing assisted transportation for essential services such as medical appointments and shopping from July 1, 2023 through June 30, 2024.
3. Satisfaction Survey: Subrecipient will provide seniors with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
4. Subrecipient will provide services five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day	New Year's Day
Martin L. King Day	Lincoln's Birthday	President's Day
Memorial Day		

**B. TARGET POPULATION OBJECTIVES**

1. Subrecipient will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. Additionally, priority will be given to older adults at risk of institutionalization. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served.

Target Population in Greatest Social and Economic Need	Unduplicated Persons To Be Served
Total New Seniors	10
New Low Income	6
New Minority	2
New Geographically Isolated	10

**C. REPORTING**

1. Subrecipient shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later

than the 20th day of each month.

2. Performance by Subrecipient shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain at or above 85% of the projected year-to-date plan at the end of each consecutive month.
3. For any performance objective falling below 85% of the contracted level of units of service, Subrecipient must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
4. Subrecipients are required to meet all reporting and submittal deadlines. Any Subrecipient who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any Subrecipient who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.
5. Failure of Subrecipient to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

#### **D. COMPENSATION**

1. Annual compensation to Subrecipient shall not exceed the maximum available funding of \$30,000.00.

#### **E. MATCHING CONTRIBUTION**

1. Subrecipient shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subrecipient's matching contribution.

#### **F. EQUIPMENT PURCHASE**

1. Equipment purchase must be on the budget and approved before purchase.

## **EXHIBIT A3**

### **IIIC SCOPE OF SERVICE**

Subrecipient agrees to provide the following transportation services and meet the following performance goals in compliance with the Older Americans Act, Title III, Subpart B regulations:

#### **A. SERVICE OBJECTIVES**

Subrecipient shall provide the following services on a regular basis by the close of this Agreement on June 30, 2025:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.
  - a. Subgrantee will provide 18,000 congregate meals at nutrition sites in Plumas County from July 1, 2024 through June 30, 2025.
  - b. Subgrantee will provide 45,000 home-delivered meals in Plumas County from July 1, 2024 through June 30, 2025
2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.
  - a. Subrecipient will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.
  - b. Subrecipient will provide a minimum of one in each quarter of the grant year.
  - c. Subrecipient will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.
  - d. Not more than \$3,750 shall be budgeted for this activity.
3. In-Service Training: Subrecipient will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.
4. Food Safety Certification: Subrecipient will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.
5. Nutrition Risk Assessment: Subrecipient will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.
6. Monitoring of food facilities: Subrecipient will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided

only two days a week or less, in which case the subrecipient shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitoring shall be submitted to the Area 3 Agency on Aging.

7. **Monitoring of Home-Delivered Routes:** Subrecipient will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitoring shall be submitted to the Area 3 Agency on Aging.
8. **Satisfaction Survey:** Subrecipient will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
9. Subrecipient will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Martin L. King Day
Lincoln's Birthday	Washington's Birthday	Memorial Day

10. Subrecipient will serve the geographic area of Plumas County. Nutrition services will be available at a minimum, in Plumas.

## **B. TARGET POPULATION OBJECTIVES**

1. Subrecipient will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served. Additionally those older persons at risk of institutionalization should be given priority.

Target Population in Greatest Social & Economic Need (Combined C-1, C-2)	Unduplicated Persons To Be Served	
	C-1	C-2
Total New Seniors	10	18
New Low Income	5	6
New Minority	2	3
New Geographically Isolated	8	18

## **C. REPORTING (Program Guide §4.9)**

1. Subrecipient shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.
2. Budget must make provision for payment of database usage to RTZ.
3. All employees involved in data collection or data entry shall be finger printed. All of said employees will complete the CDA Form 1024 – Information Privacy and Security Training by July 31, 2024 or within 30 days of hire.

4. Performance by Subrecipient shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.
5. For performance objectives falling below 85% of the contracted level of units of service, Subrecipient must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
6. Subrecipients are required to meet all reporting and submittal deadlines. Any subrecipient who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subrecipient who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.
7. Failure of Subrecipient to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

#### **D. COMPENSATION**

1. Subrecipient shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to 1/12th of the total award amount each month, but there may be months where the costs are higher or lower. Subrecipient is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subrecipient may request an advance of up to 1/12th of the total available funding, but such advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.
2. At closeout, Subrecipient shall be compensated by Agency for all eligible senior meal expenses not to exceed maximum grant award upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.
3. The total compensation for congregate to Subrecipient shall not exceed the maximum available funding of \$ 152,081.
4. The total compensation for home-delivered to Subrecipient shall not exceed the maximum available funding of \$ 286,325.
5. The NSIP award will be available not to exceed \$ 5,689 for congregate and \$ 10,260 for home-delivered for a total of \$ 15,949.

#### **E. MATCHING CONTRIBUTION**

Subrecipient shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subrecipient's matching contribution.

#### **F. EQUIPMENT PURCHASE**

Equipment purchase must be on the budget and approved before purchase.

**Exhibit B1**  
**Sub-Recipient Budget Detail**

<b>TITLE III B TRANSPORTATION SERVICES BUDGET</b>				
Agency:		Plumas County Public Health Agency		
Budget Period:		July - June (12 months)		
Fiscal Year:		( X ) Original Budget ( ) Revision No. ____		
		Date: 20-Nov-24		
<b>COST CATEGORY</b>		(a) Budgeted Costs	(i) Assisted	(ii) Regular
(1) Personnel	Cash	\$30,000	\$10,000	\$20,000
	In-Kind	\$0		
(2) Fringe Benefits	Cash	\$0		
	In-Kind	\$0		
(3) Staff Travel	Cash	\$0		
	In-Kind	\$0		
(4) Staff Training	Cash	\$0		
	In-Kind	\$0		
(5) Property/Equipment*	Cash	\$0		
	In-Kind	\$0		
(6) Supplies	Cash	\$0		
	In-Kind	\$0		
(7) Consultants	Cash	\$0		
	In-Kind	\$0		
(8) Food Costs	Cash	\$0		
	In-Kind	\$0		
(9) Other Costs	Cash	\$10,350	\$3,380	\$6,970
	In-Kind	\$0		
(9) Allocated Direct Costs	Cash	\$0		
	In-Kind	\$0		
<b>(10) Total Direct Costs</b>	Cash	\$40,350	\$13,380	\$26,970
	In-Kind	\$0	\$0	\$0
(11) Indirect Costs @ 10% MAX	Cash	\$0		
	In-Kind	\$0		
(12) Subrecipient Costs	Cash	\$0		
	In-Kind	\$0		
<b>(13) TOTAL COSTS</b>	Cash	\$40,350	\$13,380	\$26,970
	In-Kind	\$0	\$0	\$0
<b>FUNDING CATEGORY</b>		(b) Budgeted Funds	(i) Assisted	(ii) Regular
(14) Non-Matching	Cash	\$0		
	In-Kind	\$0		
(15) Matching	Cash	\$4,350	\$1,450	\$2,900
	In-Kind	\$0		
(16) Grant Related Income	Cash	\$6,000	\$2,000	\$4,000
	In-Kind	\$0		
(17) Title IIIB Federal Grant Funds	Cash	\$30,000	\$20,000	\$10,000
	In-Kind	\$0		
<b>(18) TOTAL FUNDING</b>	Cash	\$40,350	\$23,450	\$16,900
	In-Kind	\$0	\$0	\$0
<b>UNIT COST</b>		(c) OVERALL	(i) Assisted	(ii) Regular
Total Cost		\$40,350	\$13,380	\$26,970
Total Units of Service		3,300	1,100	2,200
Cost/Unit of Service		24.42272727	\$12.16	\$12.26
<b>MATCH CHECK</b>		(d) OVERALL	(i) Assisted	(ii) Regular
Total Match		\$4,350	\$1,450	\$2,900
10.53% Minimum		11%	11%	11%
<p>* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P</p>				
REV 12/21/2023				



TITLE IIIC1 CONGREGATE NUTRITION BUDGET				
Agency:		Plumas County Public Health Agency		
Budget Period:		July - June (12 months)		
Fiscal Year:		2425 (X) Original Budget ( ) Revision No. ____		
		Date: 20-Nov-24		
		Contracted # of Meals:		
		18000		
		(a) Budgeted		
<b>COST CATEGORY</b>		Costs	(i) Congregate Meals	(ii) Nutrition Education
(1) Personnel	Cash	\$74,500	\$74,500	
	In-Kind	\$0		
(2) Fringe Benefits	Cash	\$44,220	\$44,220	
	In-Kind	\$0		
(3) Staff Travel	Cash	\$0		
	In-Kind	\$0		
(4) Staff Training	Cash	\$0		
	In-Kind	\$0		
(5) Property/Equipment*	Cash	\$0		
	In-Kind	\$0		
(6) Supplies	Cash	\$0		
	In-Kind	\$0		
(7) Consultants	Cash	\$3,000		\$3,000
	In-Kind	\$0		
(8) Food Costs	Cash	\$75,000	\$75,000	
	In-Kind	\$0		
(9) Other Costs	Cash	\$30,000	\$30,000	
	In-Kind	\$0		
(9) Allocated Direct Costs	Cash	\$0		
	In-Kind	\$0		
<b>(10) Total Direct Costs</b>	Cash	\$226,720	\$223,720	\$3,000
	In-Kind	\$0	\$0	\$0
(11) Indirect Costs @ 10% MAX	Cash	\$0		
	In-Kind	\$0		
(12) Subrecipient Costs	Cash	\$0		
	In-Kind	\$0		
<b>(13) TOTAL COSTS</b>	Cash	\$226,720	\$223,720	\$3,000
	In-Kind	\$0	\$0	\$0
		(b) Budgeted		
<b>FUNDING CATEGORY</b>		Funds	(i) Congregate Meals	(ii) Nutrition Education
(14) USDANSIP	Cash	\$5,689	\$5,689	
	In-Kind	\$0		
(15) Non-Matching	Cash	\$0		
	In-Kind	\$0		
(16) Matching	Cash	\$23,950	\$23,600	\$350
	In-Kind	\$0		
(17) Grant Related Income	Cash	\$30,000	\$30,000	
	In-Kind	\$0		
(18) Title IIIC1 State GF Grant Funds	Cash	\$38,546	\$38,546	
	In-Kind	\$0		
(19) Title IIIC1 Federal Grant Funds	Cash	\$113,535	\$125,535	\$3,000
	In-Kind	\$0		
<b>(20) TOTAL FUNDING</b>	Cash	\$226,720	\$223,370	\$3,350
	In-Kind	\$0	\$0	\$0
		(c) Match	(i) Congregate Meals	(ii) Nutrition Education
Total Match		\$23,950	\$23,600	\$350
10.53% Minimum		11%	11%	10%
* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P				
REV 12/21/2023				

TITLE IIIC2 HOME-DELIVERED NUTRITION BUDGET				
Agency:		Plumas County Public Health Agency		
Budget Period:		July - June (12 months)		
Fiscal Year:		2425 (X ) Original Budget ( ) Revision No. ____		
		Date: November 20 2024		
		Contracted # of Meals:		
		45000		
		(a) Budgeted		
<b>COST CATEGORY</b>		Costs	(i) Home-Delivered Meals	(ii) Nutrition Education
(1) Personnel	Cash	\$80,000	\$80,000	
	In-Kind	\$0		
(2) Fringe Benefits	Cash	\$55,000	\$55,000	
	In-Kind	\$0		
(3) Staff Travel	Cash	\$0		
	In-Kind	\$0		
(4) Staff Training	Cash	\$0		
	In-Kind	\$0		
(5) Property/Equipment*	Cash	\$0		
	In-Kind	\$0		
(6) Supplies	Cash	\$0		
	In-Kind	\$0		
(7) Consultants	Cash	\$6,000		\$6,000
	In-Kind	\$0		
(8) Food Costs	Cash	\$185,000	\$185,000	
	In-Kind	\$0		
(9) Other Costs	Cash	\$44,835	\$44,835	
	In-Kind	\$0		
(9) Allocated Direct Costs	Cash	\$0		
	In-Kind	\$0		
<b>(10) Total Direct Costs</b>	Cash	\$370,835	\$364,835	\$6,000
	In-Kind	\$0	\$0	\$0
(11) Indirect Costs @ 10% MAX	Cash	\$0		
	In-Kind	\$0		
(12) Subrecipient Costs	Cash	\$0		
	In-Kind	\$0		
<b>(13) TOTAL COSTS</b>	Cash	\$370,835	\$364,835	\$6,000
	In-Kind	\$0	\$0	\$0
		(b) Budgeted		
<b>FUNDING CATEGORY</b>		Funds	(i) Home-Delivered Meals	(ii) Nutrition Education
(14) USDANSIP	Cash	\$10,260	\$10,260	
	In-Kind	\$0		
(15) Non-Matching	Cash	\$0		
	In-Kind	\$0		
(16) Matching	Cash	\$39,250	\$38,500	\$750
	In-Kind	\$0		
(17) Grant Related Income	Cash	\$50,000	\$50,000	
	In-Kind	\$0		
(18) Title IIIC2 State GF Grant Funds	Cash	\$189,537	\$189,537	
	In-Kind	\$0		
(19) Title IIIC2 Federal Grant Funds	Cash	\$96,788	\$75,788	\$6,000
	In-Kind	\$0		
<b>(20) TOTAL FUNDING</b>	Cash	\$370,835	\$364,085	\$6,750
	In-Kind	\$0	\$0	\$0
		(c) Match	(i) Home-Delivered Meals	(ii) Nutrition Education
<b>MATCH CHECK</b>				
Total Match		\$39,250	\$38,500	\$750
10.53% Minimum		11%	11%	11%
* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P				
REV 12/21/2023				

**Exhibit B2**  
**Budget Detail, Payment Provisions, and Closeout**

**ARTICLE I. FUNDS (Program Guide § 3.15)**

**A. Expenditure of Funds (Program Guide § 3.15.1)**

1. The Subrecipient shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

a. Mileage/Per Diem (meals and incidentals)/Lodging:  
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

b. Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Subrecipient from paying any differences in costs, from funds other than those provided by RECIPIENT, between the CalHR rates and any rates Subrecipient is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from RECIPIENT. [SCM 3.17.2.A(4)]

Subrecipient agrees to include these requirements in all lower tiered subaward agreements it enters into with sub-subcontractors to provide services pursuant to this Subaward Agreement.

3. RECIPIENT reserves the right to refuse payment to Subrecipient or disallow costs for any expenditure, as determined by RECIPIENT to be: out of compliance with this Subaward Agreement, unrelated or inappropriate to Subaward activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

**B. Accountability for Funds (Program Guide § 3.15.2)**

1. Subrecipient shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Subrecipient and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

**C. Financial Management Systems (Program Guide § 3.15.3)**

Subrecipient shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

**D. Unexpended Funds (Program Guide § 3.15.4)**

Upon termination, cancellation, or expiration of this Subaward Agreement, or dissolution of the entity, the Contractor shall return to the Recipient immediately, upon written demand, any funds provided under this

Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

**E. Funding Contingencies (Program Guide § 3.15.5)**

1. It is understood between the parties that this Subaward Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Subaward Agreement were executed after that determination was made.
2. This Subaward Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Subaward Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subaward Agreement in any manner.

3. Limitation of Liability of RECIPIENT and/or State (Program Guide § 3.15.6)

Payment for performance by the Subrecipient shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subaward, approval by RECIPIENT of Subrecipient's budget, and approval by the State of RECIPIENT's itemized Area Plan Budget incorporating Subrecipient's budget.

No legal liability on the part of the State nor the RECIPIENT may arise under this Subaward until funds are made available, Subrecipient's budget has been received and approved by RECIPIENT, the State has approved RECIPIENT's itemized Area Plan Budget incorporating Subrecipient's budget, and Subrecipient has received an executed Subaward.

4. Funding Reduction(s) (Program Guide § 3.15.7)

- a. If funding for any State fiscal year is reduced or deleted by the California Department of Aging, California Department of Finance, California Legislature, or Congress for the purposes of this program, RECIPIENT shall have the option to either:
  1. Terminate Subrecipient pursuant to Exhibit D., Article X or
  2. Offer a Subaward amendment to Subrecipient to reflect the reduced funding for this Subaward.
- b. In the event that RECIPIENT elects to offer an amendment, it shall be mutually understood by both parties that:
  1. RECIPIENT reserves the right to determine which subcontracts, if any, under this program shall be reduced.
  2. Some subcontracts may be reduced by a greater amount than others, and
  3. RECIPIENT shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

**F. Interest Earned (Program Guide § 3.15.8)**

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RECIPIENT. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]

2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. Subrecipient must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
  - a. The Subrecipient receives less than \$120,000 in federal awards per year.
  - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
  - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

## **ARTICLE II. BUDGET AND BUDGET REVISION (Program Guide § 4.5)**

### **A. Budget & Budget Revision**

1. Subrecipient shall be compensated for expenses only as itemized in Subrecipient's budget then most recently approved by RECIPIENT and shall not be entitled to payment for those expenses until review and approval by RECIPIENT of Subrecipient's budget and until review and approval by the State of RECIPIENT's Area Plan Budget incorporating Subrecipient's budget. Subrecipient's Budget as approved by RECIPIENT is hereby incorporated by reference into this Subaward Agreement as a part of Exhibit B.
2. At any time during the Subaward period, RECIPIENT may request that Subrecipient revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.
3. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subrecipient's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  - a. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
  - b. Fringe Benefits.
  - c. Contractual Costs – Subaward and consultant cost detail.
  - d. Indirect Costs.
  - e. Rent - specify square footage and rate.
  - f. Supplies.
  - g. Equipment - detailed descriptions and unit costs.
  - h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
  - i. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
  - j. Other Costs - a detailed list of other operating expenses.

### **B. Indirect Costs (Program Guide § 4.5.1)**

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Sub Contractor's MTDC per funding category. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].

2. Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

### **ARTICLE III. PROGRAM SPECIFIC FUNDS**

#### **A. Program Income (Program Guide § 4.6)**

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title IIIB, IIIC, Program Income must be spent before Subaward funds (except as noted in 4) and may reduce the total amount of Subaward funds payable to the Subrecipient.
4. For Title IIIB and IIIC programs, if Program Income is earned by Subrecipient in excess of the amount reported in Subrecipient's last RECIPIENT-approved budget, and if aggregate Program Income earned by all providers and RECIPIENT exceeds the amount reported in RECIPIENT's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subrecipient may be deferred for use during the first quarter of the following contract budget period, if said following contract budget period is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Subaward Agreement.
7. Program Income must be used to expand baseline services.

#### **B. One-Time Only (OTO) Funds (Program Guide § 4.6.1)**

One-Time-Only funds are grant funds which are additional to Subrecipient's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subaward Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subrecipient for any purpose other than the specific purpose or purposes set forth in said amendment.

1. Titles III federal Program OTO funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.

- b. Home and community-based projects that are approved in advance by CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by CDA and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
  - d. OTO funds can be used to maintain or increase baseline services. However, Subrecipient shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subaward period.
2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

**C. Matching Contributions (Program Guide § 4.6.2)**

"Matching Contributions" means local cash and/or in-kind contributions made by the Subrecipient, a sub-Subrecipient, or other local resources that qualify as match for the Subaward funding.

- 1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
- 2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subrecipient.
- 3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

**ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Program Guide § 4.7)**

- A. Subrecipient may make written request to RECIPIENT for approval of a revision to Subrecipient's budget, but RECIPIENT may withhold such approval if such revision might cause RECIPIENT not to comply with any restrictions regarding revisions to the Area Plan Budget approved by the Department of Aging, or if sufficient funds are not available.
- B. The final date to submit a request for a budget revision initiated by Subrecipient is December 15th of the Subaward Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by RECIPIENT.
- C. The final date to submit a request for a budget revision containing line item adjustments only, and not requiring such transfer of funds, is March 30th.

**D. Matching Requirements**

- 1. The required program matching contribution for Title IIIB and IIIC is 10.53 percent.
- 2. Minimum matching requirements for Title IIIB and IIIC are calculated on net costs, which are total costs less program income, NSIP, and non-matching contributions.
- 3. Program matching contributions for Title IIIB and IIIC can be pooled to meet the minimum requirement of 10.53%.
- 4. Matching contributions generated in excess of the minimum required are considered overmatch.

**E. Equipment**

Equipment /Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from RECIPIENT. To request approval for specific equipment items, requests with justifications shall be sent to [sgebhart@csuchico.edu](mailto:sgebhart@csuchico.edu). Such items must

also be included in Recipient's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

#### **ARTICLE V. PAYMENTS (Program Guide § 4.8)**

- A. For Title III B and III C Programs, the Subrecipient shall prepare and submit to RECIPIENT a monthly expenditure report and request for payment, in a format determined by RECIPIENT, no later than the 20<sup>th</sup> calendar day of each month. The report shall include all costs and funding sources for the month prior, including NSIP for III C programs.
- B. RECIPIENT shall review requests for payment to ensure compliance with the approved Subaward budget and will analyze current cash needs.
- C. RECIPIENT shall pay Subrecipient a total not to exceed the maximum amount specified herein. Payments to Subrecipient will be made after Enterprises receives funds from the Prime agency.
- D. RECIPIENT may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subrecipient, until such time as RECIPIENT determines that the financial management standards are met.

#### **E. Maximum Funds Available**

In consideration of the timely performance of the Subrecipient in a manner consistent with the law and this Subaward Agreement, including reporting requirements, RECIPIENT shall pay the Subrecipient the **lesser** of (1) the Subrecipient's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed;

or (2) the maximum Subaward for each category of service as specified herein, or as hereinafter modified in writing by RECIPIENT; or (3), at the option of RECIPIENT, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum Subaward baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by RECIPIENT.

#### **ARTICLE VI. CLOSEOUT (Program Guide § 4.12)**

- A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to RECIPIENT on or before July 25, 2025.  
  
If a Subaward is terminated prior to the end of the Subaward period, all reports are due within 20 calendar days following the date of termination.
- B. At RECIPIENT's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subrecipient fails to report sufficient match in the Financial Closeout Report.
- C. If the final expenditures reported to RECIPIENT exceed the amount paid to Subrecipient, RECIPIENT will reimburse the difference to Subrecipient up to the maximum amount. If the expenditures reported by Subrecipient are less than the payment amount, RECIPIENT will invoice Subrecipient for the unspent funds or deduct the amount of unspent funds from the amount advanced for the following contract budget period.

### **Exhibit C General Terms and Conditions**

#### **1. Approval**



This Subaward Agreement is of no force or effect until RECIPIENT's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subrecipient may not commence performance until such approval has been obtained.

**2. Agreement Authorization (AAA-2425-03 §8)**

If a public entity, Subrecipient shall submit to RECIPIENT a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, Subrecipient shall submit to RECIPIENT an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

These documents, including minute orders must also identify the action taken.

Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Subrecipient authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

**3. AMENDMENTS, REVISIONS OR MODIFICATIONS (AAA-2425-03 §16)**

- A. No amendment or variation of the terms of this Subaward Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subaward Agreement is binding on any of the parties.
- B. Any provision of this subaward which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of subaward shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- C. Failure by the AAA to take necessary actions required by amendments to this Subaward and/or the Program Guide shall constitute a material violation.
- D. RECIPIENT reserves the right to revise, waive, or modify the Subaward Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

**4. Audit (Program Guide § 3.7)**

Subrecipient agrees that RECIPIENT, the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subrecipient agrees to refund to RECIPIENT any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed by RECIPIENT after audit or inspection of records.

**5. Use of Name and Publicity**

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

**6. Indemnification**

- A. Subrecipient shall defend, indemnify, and hold harmless RECIPIENT; California State University, Chico; the California State University (CSU); the Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subrecipient, its officers, employees, and agents.
- B. RECIPIENT shall defend, indemnify, and hold harmless Subrecipient, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts.

**7. Commencement of Work (AAA-2425-03 §7)**

Should Subrecipient begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

**8. Standards of Work (AAA-2425-03 §9A)**

Subrecipient agrees that the performance of work and services pursuant to the requirements of this Subaward Agreement shall conform to accepted professional standards.

**9. Corporate Status (AAA-2425-03 §9B)**

- A. Subrecipient shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subrecipient shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- B. Subrecipient shall ensure that any sub-Subrecipients providing services under this Agreement shall be of sound financial status.
- C. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- D. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subaward Agreement with RECIPIENT until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-Subaward by Subrecipient until satisfactory status is restored.

**10. Nondiscrimination (AAA-2425-03 §9C)**

The Subrecipient shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Subrecipient shall comply with the following:

- A. **Equal Access to Federally Funded Benefits, Programs and Activities** - The Subrecipient shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d; 45 CFR 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

- B. **Equal Access to State-Funded Benefits, Programs and Activities** - The Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code§ 11135 et seq., and 2 CCR§ 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR§ 98323]
- C. **California Civil Rights Laws** - Subrecipient shall, ensure compliance with the requirements of California Public Contract Code§ 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Subaward Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>  
  
The California Civil Rights Laws Certification ensures Subrecipient compliance with the Unruh Civil Rights Act (Cal. Civ. Code§ 51) and the Fair Employment and Housing Act (Cal. Gov. Code§ 12960) and ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.
- D. The Subrecipient assures RECIPIENT 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 USC 12101 et seq.)
- E. The Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subaward Agreement.

**11. Lobbying Certification (AAA-2425-03 §9 D)**

Subrecipient, by signing this Subaward Agreement, hereby certifies to the best of its knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C. Subrecipient shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all sub-subcontractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- E. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
- F. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**12. Conflict of Interest (AAA-2425-03 §9E)**

- A. The Subrecipient shall prevent employees, consultants, or members of governing bodies from using their

positions for purposes including, but not limited to, the selection of sub-Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the RECIPIENT determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RECIPIENT and such conflict may constitute grounds for termination of the Subaward Agreement.

- B. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

**13. Covenant Against Contingent Fees (AAA-2425-03 §9F)**

- A. Subrecipient warrants that no person or selling agency has been employed or retained to solicit this Subaward Agreement. There has been no agreement to make commission payments in order to obtain this Subaward Agreement.
- B. For breach or violation of this warranty, RECIPIENT shall have the right to terminate this Subaward Agreement without liability or at its discretion to deduct from the Subaward Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**14. Payroll Taxes and Deductions (AAA-2425-03 §9G)**

Subrecipient shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

**15. Subawards in Excess of \$100,000 (AAA-2425-03 §9 H)**

If all funding provided herein exceeds \$100,000, Subrecipient shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act, as amended. [42 USC 7401]
- b. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- c. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- d. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- e. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

**16. Debarment, Suspension, and Other Responsibility Matters (AAA-2425-03 § 9 I)**

- A. Subrecipient certifies to the best of its knowledge and belief, that it and its sub-Subcontractors:
  - 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - 2. Have not, within a three-year period preceding this Subaward Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification.
  4. Have not, within a three-year period preceding this Subaward Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
  - B. Subrecipient shall report immediately to RECIPIENT in writing, any incidents of alleged fraud and/or abuse by either Subrecipient or sub-Subcontractors.
  - C. Subrecipient shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RECIPIENT.
  - D. Subrecipient agrees to timely execute any and all amendments to this Subaward Agreement or other required documentation relating to the sub-Subrecipient's debarment/suspension status.
17. **Subrecipient's Staff (AAA-2425-03 §9J)**

Subrecipient shall maintain adequate staff to meet Subrecipient's obligations under this Agreement.

This staff shall be available to the State and/or to RECIPIENT for training and meetings which the State and/or RECIPIENT may find necessary from time to time.

18. **Remedies (AAA-2425-03 §14)**

Subrecipient agrees that any remedy provided in this Subaward Agreement is in addition to and not in derogation of any other legal or equitable remedy available to RECIPIENT as a result of breach of this Agreement by Subrecipient, whether such breach occurs before or after completion of the project.

19. **Dissolution of Entity (AAA-2425-03 §15)**

Subrecipient shall notify RECIPIENT immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

20. **Subject Headings**

Headings within this Subaward Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

21. **Force Majeure**

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, pandemics, and other natural disasters such that performance is impossible.

22. **Governing Law**

This Subaward Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

23. **Severability**

The invalidity or unenforceability of any provisions of this Subaward Agreement shall not affect the validity or enforceability of any other provision of this Subaward Agreement, which shall remain in full force and effect.

## **24. Entire Agreement**

This Subaward Agreement and exhibits constitute the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties, written or oral.

## **25. Order of Precedence and Resolution of Language Conflicts (Program Guide §3.1.2)**

Subrecipient agrees to the extent applicable to the work to be performed by Subrecipient under this Subaward to comply with the provisions and clauses of the Prime Agreement and CDA Program Guide listed in Exhibits F & G. Where appropriate in the clauses, the term “CDA” shall mean “Recipient” and the terms “AAA” or “Chico State Enterprises” shall mean Subrecipient

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The HHS Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. This Subaward Agreement, and all exhibits and amendments thereto.
5. Agreement No. AAA-2425-03 between RECIPIENT and the California Department of Aging, all Exhibits and any amendments thereto.
6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
7. Program memos and other guidance issued by CDA.

**Exhibit D**  
**General Program Guide Terms and Conditions**

<b>Agency</b> (Required for federal funding source)	<b>Prime Agreement Number/Date</b> (if available)	<b>If Federal, CFDA/ALN Number</b>	<b>Is prime award R&amp;D? (yes/no)</b>
U.S. Department of Health and Human Services, Administration for Community Living	AAA-2425-03	93.044	No
		93.045	
		93.053	

**ARTICLE I. GENERAL DEFINITIONS (Program Guide § 3.1)**

**A. General Definitions (Program Guide §3.1.1)**

1. The term "Subaward Agreement" or "Subaward" shall mean this numbered Subaward Agreement, referenced Exhibits, amendments hereto, the Request for Proposal and Subrecipient's Proposal, if any, the terms and conditions of Agreement No. AAA-2425-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.
2. "Subrecipient" means the governmental, nonprofit, or other legal entity awarded funds under this Subaward Agreement and is accountable to RECIPIENT and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subaward Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "Cal. Gov. Code" means California Government Code.
6. "OMB" means the federal Office of Management and Budget.
7. "Cal. Pub. Con. Code" means the California Public Contract Code.
8. "Cal. Civ. Code" means California Civil Code
9. "Reimbursable item" also means "allowable cost" and "compensable item."
10. "State" and "Department" mean the State of California and the California Department of Aging {CDA} interchangeably.
11. "Subrecipient" means the legal entity that receives funds from the Recipient to carry out part of a federal award identified in this Agreement.
12. "Contract" means any form of legal agreement between the Recipient and a contractor, including an agreement that the Recipient considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.
14. "USC" means United States Code.

15. "HHS" means United States Department of Health and Human Services

16. "OAA" means Older Americans Act.

## **ARTICLE II. GENERAL ASSURANCES (Program Guide § 3.2)**

- A. **Law, Policy and Procedure, Licenses, and Certificates** (Program Guide §3.2.1) - Subrecipient agrees to administer this Subaward Agreement in accordance with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines and/or manuals related to this Subaward Agreement and resolve all issues using good administrative practices and sound judgment. Subrecipient and its sub-Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
- B. **Subaward** (Program Guide §3.2.2)- The Subrecipient shall require language in all subawards to require all sub-Subrecipients to comply with all applicable State and federal laws.
- C. **Facility Construction or Repair** (Program Guide §4.4.2) - This section applies only to Title III B funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair, but only with prior written approval by RECIPIENT.
  - 1. When applicable for purposes of construction or repair of facilities, Subrecipient shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
    - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
    - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
    - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
    - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60].
  - 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by RECIPIENT.
  - 3. When funding is provided for construction and non-construction activities, Subrecipient must obtain prior written approval from RECIPIENT before making any fund or budget transfers between construction and non-construction.

## **ARTICLE III. RECORDS (Program Guide §3.3)**

- A. Subrecipient shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to RECIPIENT) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance to Article IX of this exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to RECIPIENT and CDA. All records pertaining to this Subaward Agreement must be made available for inspection and audit by RECIPIENT or by the State or its duly authorized agents, at any time during normal business hours.



- B. All such records, including confidential records, must be maintained and made available by Subrecipient: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subaward Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Subaward Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above.  
  
Subrecipient shall ensure that any resource directories and all client records remain the property of RECIPIENT and CDA upon termination of this Subaward Agreement and are returned to RECIPIENT and/or CDA or transferred to another Subrecipient as instructed by RECIPIENT and/or CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of RECIPIENT and/or the State and is so stated in writing to Subrecipient.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by RECIPIENT under this Subaward Agreement.
- F. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by RECIPIENT or CDA during the audit resolution process.
- G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

#### **ARTICLE IV. ACCESS (Program Guide §3.5)**

Subrecipient shall provide access to RECIPIENT, the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Subrecipient which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subrecipient shall include this requirement in its sub-subcontracts.

#### **ARTICLE V. MONITORING AND EVALUATION (Program Guide §3.6)**

- A. Authorized RECIPIENT and/or State representatives shall have the right to monitor and evaluate Subrecipient's administrative, fiscal and program performance pursuant to this Subaward Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. Subrecipient shall cooperate with RECIPIENT and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. Subrecipient shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. Subrecipient is responsible for maintaining supporting documentation including financial and

statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

#### **ARTICLE VI. INSURANCE (Program Guide §3.8)**

- A. Prior to commencement of any work under this Subaward Agreement, Subrecipient shall provide to the recipient, for the term of this Agreement, the following insurance:
1. General liability of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Subaward Agreement.
  3. If applicable, or unless otherwise amended by future regulation, Subrecipient and Subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:  

\$750,000 if seating capacity is under 8  
\$1,500,000 if seating capacity is 8 -15  
\$5,000,000 if seating capacity is over 15
  4. Workers Compensation and Employers' Liability per statutory limits.
  5. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Recipient, or be provided through partial or total self-insurance acceptable to the Recipient.
- C. Evidence of insurance shall be in a form and content acceptable to Recipient.
- D. Subrecipient shall notify RECIPIENT within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to RECIPIENT, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
  2. The Certificate of Insurance shall provide that The State of California; the California State University (CSU); the Trustees of the California State University; California State University, Chico; Chico State Enterprises; University Foundation, California State University, Chico; and the officers, employees, representatives, volunteers, and agents of each of them are included as additional insureds, with respect to work performed under this Subaward Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.
  3. Chico State Enterprises shall be named as the certificate holder and RECIPIENT's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Subaward Agreement. In the event the insurance coverage expires during the term of this Subaward Agreement, Subrecipient agrees to provide RECIPIENT, at least thirty (30) days prior to the expiration date, a new

Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year.

In the event Subrecipient fails to keep in effect at all times said insurance coverage, RECIPIENT may, in addition to any other remedies it may have, terminate this Subaward Agreement.

- G. Subrecipient shall require its lower tiered recipients, contractors, and vendors under this Subaward Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Subrecipient shall require all of its lower tier Subcontractors to hold Subrecipient harmless. The sub-Subrecipient's Certificate of Insurance for general and auto liability shall also name Subrecipient, not RECIPIENT nor the State, as the certificate holder and additional insured. Subrecipient shall maintain Certificates of Insurance for all of its Subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Subaward Agreement number shall be submitted to RECIPIENT with this Subaward Agreement.
- I. Subrecipient shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subrecipient affirms to comply with such provisions before commencing the performance of the work under this Subaward Agreement. [Labor Code§ 3700]

#### **ARTICLE VII. TERMINATION (Program Guide §3.9)**

##### **A. Termination Without Cause**

Recipient may terminate performance of work under the MOU and this Program Guide, in whole or in part, without cause, if Recipient determines that a termination is in the program's best interest. Recipient may terminate the subaward upon ninety (90) days written notice to the subrecipient. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the subaward is due to a reduction or deletion of funding by CDA, the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The subrecipient shall submit to recipient a Transition Plan as specified in Exhibit E, Article IV. The parties agree that for the terminated portion of the subaward, the remainder of subaward shall be deemed to remain in effect and is not void.

##### **B. Termination for Cause**

Recipient may terminate, in whole or in part, for cause the performance of work under the subaward. Recipient may terminate the MOU upon thirty (30) days written notice to the Subrecipient. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Subrecipient shall submit to Recipient a Transition Plan as specified in this Exhibit E, Article IV. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Subaward shall be effective immediately.
2. A violation of the law or failure to comply with any condition of the Subaward.
3. Inadequate performance or failure to make progress so as to endanger performance of the Subaward

4. Failure to comply with reporting requirements.
5. Evidence that the Subrecipient is in an unsatisfactory financial condition as determined by an audit of the Subrecipient or evidence of a financial condition that endangers performance of the Subaward and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of the Subaward and the services outlined within the subaward in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the subrecipient's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the subrecipient.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the subrecipient's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension.
11. The subrecipient's organizational structure has materially changed.
12. Recipient determines that the subrecipient may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the subrecipient may be subject to special conditions or restrictions.

**C. Subrecipient's Obligation After Notice of Termination**

After receipt of a Notice of Termination, and except as directed by Recipient and/or CDA, the subrecipient shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Subrecipient shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the subaward.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

**D. Effective Date**

Termination of the MOU shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the subrecipient. The notice shall describe the action being taken by Recipient, the reason for such action and, any conditions of the termination, including the date of termination.

**E. Voluntary Termination of Area Plan Agreement (Title III Only)**

Pursuant to 22 CCR 7210, the subrecipient may voluntarily terminate its subaward prior to its expiration either by mutual agreement with Recipient or upon thirty (30) days written notice to Recipient. In case of voluntary termination, the Subrecipient shall allow Recipient up to one hundred eighty (180) days to transition services. The subrecipient shall submit a Transition Plan in accordance with this subaward.

**F. Notice of Intent to Terminate by AAA (all other non-Title III Programs)**

In the event the subrecipient no longer intends to provide services under the subaward, the subrecipient shall give Recipient a Notice of Intent to Terminate. Such notice shall be given in writing to Recipient at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the subrecipient does not have the authority to terminate the subaward. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Subrecipient shall submit a Transition Plan in accordance with this subaward.

**G. In the Event of a Termination Notice**

Recipient will present written notice to the Subrecipient of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

**ARTICLE VIII. NOTICES (Program Guide §3.10)**

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, or by electronic methods, provided Subrecipient retains receipt, and shall be communicated as of actual receipt.

Notices mailed to Chico State Enterprises shall be addressed to:

Chico State Enterprises  
Attn: Director, Sponsored Contracts  
25 Main Street, Suite 103  
Chico, CA 95928-5388

Notices mailed to Subrecipient shall be to the address indicated on the signature page of this Subaward Agreement.

- B. Each party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE IX. INFORMATION INTEGRITY AND SECURITY (Program Guide §3.11)**

This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the subrecipient is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the subrecipient, or collected, created, maintained, stored, transmitted, or used by the subrecipient for or on behalf of the recipient and CDA pursuant to subrecipients' subaward with the recipient and the CDA program guide. (Such personal, confidential, and sensitive information is referred to here as CDA PSCI.) All parties desire to protect their privacy and provide for the security of CDA PSCI pursuant to this section of the subaward and in compliance with state and federal laws applicable to CDA PSCI.

The terms of this section shall apply to all contracts, subcontracts, and sub-subawards made by the subrecipient in furtherance of the MOU and services provided in accordance with this Program Guide. The subrecipient shall require its agents, subrecipients, subcontractors, or independent consultants (collectively,

agents) to conform to this section regarding CDA PSCI.

## A. Definitions

### 1. **Breach:**

- a. the unauthorized acquisition, access, use, or disclosure of CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or
- b. the same definition of “breach of the security system” set forth in California Civil Code section 1798.29, subdivision (f); or
- c. the same as the definition of “breach” set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.

### 2. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).

### 3. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information

### 4. **PSCI:** “personal information”, “sensitive information”, and “confidential information” (as these terms are defined herein).

### 5. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA’s policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:

- a. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.
- b. **Protected Health Information (PHI):** The term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

### 6. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).

### 7. **Security Incident:**

- a. A breach or attempted breach; or
- b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this Program Guide; or
- c. the attempted or successful modification or destruction of, or interference with, the SUBRECIPIENT’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDA PSCI; or
- d. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

## **B. Disclosure Restrictions**

The SUBRECIPIENT shall protect CDA PSCI from unauthorized disclosure. The SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by the MOU and this Program Guide, any CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

1. The SUBRECIPIENT and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The SUBRECIPIENT agrees to provide the same, or greater, level of protection to CDA data that would be required if the SUBRECIPIENT were a Business Associate under HIPAA, regardless of whether the SUBRECIPIENT is or is not a Business Associate.
2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to CDA PSCI covered under this Program Guide beyond those provided through HIPAA, SUBRECIPIENT agrees:
  - a. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
  - b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.
  - c. Examples of laws that provide additional and/or stricter privacy protections to certain types of CDA PSCI, as defined in Section 3.11.1 of this Program Guide, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
  - d. If the SUBRECIPIENT is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the SUBRECIPIENT agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

## **C. Use Restrictions**

The SUBRECIPIENT shall not use any CDA PSCI for any purpose other than performing the SUBRECIPIENT's obligations under the MOU and this Program Guide.

## **D. Safeguards and Security**

The SUBRECIPIENT shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDA PSCI including electronic CDA PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDA. The SUBRECIPIENT shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the SUBRECIPIENT's operations and the nature and scope of its activities. The SUBRECIPIENT's administrative, technical, and physical safeguards shall include, at a minimum:

1. **Technical Security Controls:** The SUBRECIPIENT shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is

available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.

2. **Removable Media Devices:** All electronic files that contain CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
3. **Patch Management:** The SUBRECIPIENT shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.
4. **Confidentiality Statement:** All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be renewed annually. The SUBRECIPIENT shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.
5. **Transmission and Storage of PSCI:** All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.
6. **Minimum Necessary:** Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Program Guide may be used, disclosed, copied, downloaded, or exported.
7. **Antivirus Software:** All workstations, laptops and other systems that process and/or store CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Data Security:** CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

#### **E. Employee Training**

All persons who assist in the performance of functions or activities on behalf of Recipient and CDA, or access or disclose CDA PSCI, must complete information privacy and security training, at least annually, at the SUBRECIPIENT's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

#### **F. Employee Discipline**

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

#### **G. Mailing:**

Mailings of CDA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of CDA PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDA to use another method is obtained.

#### **H. Security Officer:**



The SUBRECIPIENT shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Recipient and CDA.

**I. Mitigation of Harmful Effects:**

The SUBRECIPIENT shall mitigate, to the extent practicable, any harmful effect that is known to the SUBRECIPIENT of a use or disclosure of PSCI and other confidential information in violation of the requirements of this Program Guide.

**J. Access to, and Accounting For, Disclosure of PSCI:**

The SUBRECIPIENT shall document and make available to Recipient or (at the direction of the Recipient and/or CDA) to an Individual such disclosures of CDA PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

**K. Access to Practices, Books, and Records**

The SUBRECIPIENT shall make its internal practices, books, and records relating to the use and disclosure of CDA PSCI on behalf of Recipient and CDA available to Recipient and CDA upon reasonable request.

**L. Special Provision for SSA Data**

If the SUBRECIPIENT receives data from or on behalf of the recipient and/or CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the SUBRECIPIENT shall provide, upon request by Recipient/CDA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to the requesting agency.

**M. Breaches and Security Incidents**

The SUBRECIPIENT shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. **Notice to Recipient:** The SUBRECIPIENT shall notify Recipient immediately by email or telephone of the discovery of:
  - a. Unsecured CDA PSCI if the CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.
  - b. Any suspected security incident which risks unauthorized access to CDA PSCI and/or other confidential information.
  - c. Any intrusion or unauthorized access, use, or disclosure of CDA PSCI in violation of this Agreement; or
  - d. Potential loss of confidential data affecting this agreement.
  - e. Notice via email shall be made using the current CDA 1025 "Information Security Incident Report" forms and shall include all information known at the time the incident is reported. The forms are available online at: [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/)
  - f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of CDA PSCI, the SUBRECIPIENT shall take:
    - i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and

- ii. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.
2. **Investigation of Security Incident or Breach:** The SUBRECIPIENT shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.
3. **Complete Report:** The SUBRECIPIENT shall provide a complete report of the investigation to Recipient within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If RECEIPTENT requests information in addition to this report, the SUBRECIPIENT shall make reasonable efforts to provide RECEIPTENT with such information. RECEIPTENT will review and approve or disapprove the SUBRECIPIENT's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the SUBRECIPIENT's corrective action plan.
  - a. If the SUBRECIPIENT does not submit a complete report within the ten (10) working day timeframe, the SUBRECIPIENT shall request approval from RECEIPTENT within the ten (10) working day timeframe of a new submission timeframe for the complete report.
4. **Notification of Individuals:** If the cause of a breach is attributable to the SUBRECIPIENT or its agents, the SUBRECIPIENT shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. RECEIPTENT shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting Breaches to Entities other than RECEIPTENT:** If the cause of a breach of CDA PSCI is attributable to the SUBRECIPIENT or its subcontractors, the SUBRECIPIENT is responsible for all required reporting of the breach as required by applicable federal and state law.
6. **Submission of Sample Notification to Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the SUBRECIPIENT is considered only a custodian and/or non-owner of the CDA PSCI, the SUBRECIPIENT shall, at its sole expense and at the sole election of RECEIPTENT, either:
  - a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The SUBRECIPIENT shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
  - b. Cooperate with and assist RECEIPTENT in its submission of a sample copy of the notification to CDA and the Attorney General.

## **N. Contact Information**

To direct communications to the above referenced CDA staff, the SUBRECIPIENT shall initiate contact as indicated herein. CDA reserves the right to make changes to the contact information below by giving written notice to the SUBRECIPIENT.

**CDA Privacy Officer**  
Office of Legal Services 2880  
Gateway Oaks Dr. Suite 200  
Sacramento, CA 95833

**CDA Information Security Officer**  
Information Security Branch 2880  
Gateway Oaks Dr. Suite 200  
Sacramento, CA 95833

Attn: Chief Counsel Email:  
privacy@aging.ca.gov Telephone:  
(916) 419-7500

Attn: Information Security Officer  
Email: iso@aging.ca.gov Telephone:  
(916) 419-7500

#### **O. Responsibility of Recipient**

Recipient agrees to not request the SUBRECIPIENT use or disclose CDA PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

#### **P. Audits, Inspections, and Enforcement**

1. **Recipient Right to Inspect:** From time to time, Recipient may inspect the facilities, systems, books, and records of the SUBRECIPIENT to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The SUBRECIPIENT shall promptly remedy any violation of any provision of this ICSR section. The fact that CDA inspects, or fails to inspect, or has the right to inspect, the SUBRECIPIENT's facilities, systems, and procedures does not relieve the SUBRECIPIENT of its responsibility to comply with this ICSR section.
2. **Notification to CDA in Event the SUBRECIPIENT is Subject to Other Audit:** If the SUBRECIPIENT is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the MOU and/or this Program Guide or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the SUBRECIPIENT shall promptly notify CDA unless it is legally prohibited from doing so.

#### **Q. Miscellaneous Provisions**

1. **Disclaimer:** CDA makes no warranty or representation that compliance by the SUBRECIPIENT with this Program Guide will satisfy the SUBRECIPIENT's business needs or compliance obligations. The SUBRECIPIENT is solely responsible for all decisions made by the SUBRECIPIENT regarding the safeguarding of CDA PSCI and other confidential information.
2. **Amendment:**
  - a. Any provision of the MOU or this Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the MOU and/or this Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
  - b. Failure by the SUBRECIPIENT to take necessary actions required by amendments to the MOU and/or this Program Guide shall constitute a material violation.
3. **Assistance in Litigation or Administrative Proceedings:** The SUBRECIPIENT shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the SUBRECIPIENT (except where the SUBRECIPIENT or its subcontractor, workforce employee, or agent is a named adverse party).
4. **No Third-Party Beneficiaries** Nothing in this Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.
5. **Interpretation:** The terms and conditions in this Program Guide shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this Program Guide shall be resolved in favor of a meaning

that complies and is consistent with federal and state laws and regulations.

6. **No Waiver of Obligations:** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.
7. **Return or Destruction of CDA PSCI on Expiration or Termination:** At expiration or termination of the MOU, if feasible, the SUBRECIPIENT shall return or destroy all CDA PSCI that the SUBRECIPIENT still maintains in any form and retain no copies of such information. If return or destruction is not feasible, CDA and the SUBRECIPIENT shall determine the terms and conditions under which the SUBRECIPIENT may retain the PSCI.
8. **Data Sanitization:** All CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDA PSCI is no longer needed.
  - a. **Survival:** If return or destruction of CDA PSCI is not feasible upon the completion or termination of the MOU, the respective rights, and obligations of the SUBRECIPIENT under this Section shall survive the completion or termination of the MOU between the SUBRECIPIENT and CDA. The SUBRECIPIENT shall also limit further uses and disclosures of CDA PSCI to those purposes that make the return or destruction of the information infeasible.

## **ARTICLE X. COPYRIGHTS AND RIGHTS IN DATA (Program Guide §3.12)**

### **A. Copyrights**

1. If any material funded by this Subaward Agreement is subject to copyright, RECIPIENT reserves the right to copyright such material and Subrecipient agrees not to copyright such material, except as set forth in Section B of this Article.
2. Subrecipient may request permission to copyright material by writing to the Director of RECIPIENT. The Director shall grant permission or give reason for denying permission to Subrecipient in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of RECIPIENT, RECIPIENT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. Subrecipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

### **B. Rights in Data**

1. Subrecipient shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subaward Agreement without the express written consent of the Director of RECIPIENT. That consent shall be given, upon receipt by RECIPIENT of the express written consent of the Director of CDA, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by RECIPIENT. RECIPIENT or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client specific.
2. As used in this Subaward Agreement, the term "subject data" means writings, sound recordings,

pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Subaward Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Subaward Agreement, the State and/or RECIPIENT may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Subaward Agreement.

## **ARTICLE XI. Public Education and Information (Program Guide §3.13)**

(Please note: This differs from the IIB service categories within the data dictionary that have the same names)

Public Education and Information (PE&I) falls into two categories:

1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

Subrecipients and lower-tier subcontractors that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use CDA funds to produce PE&I materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance ([Communications@aging.ca.gov](mailto:Communications@aging.ca.gov)).

AAAs should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the AAA and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The CDA reserves the right to use materials developed by the AAA and/or subcontractor.

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications.

All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.

### **A. S.W.A.G Ban (Program Guide §3.13.1)**

The AAA and its Subcontractor shall comply with Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

### **B. Advertising and Public Relations (Program Guide §3.13.2)**

Press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notices that utilize the CDA logo or name, require approval by the CDA Office of Communications prior to publication and dissemination. The AAA shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to [communications@aging.ca.gov](mailto:communications@aging.ca.gov) and the appropriate CDA Program staff point of contact.

Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.

### **C. Approval Requirements for Advertising and Public Relations (Program Guide §3.13.3)**

This section further clarifies the approval requirements for Public Education and Information as outlined in section 2.

#### **1. Approval Required** for materials that mention the CDA name or use the CDA logo, including:

- Paid advertising
- Earned advertising
- Outreach materials
- Educational materials
- Media events
- Public notices

#### **2. No Approval Required:**

- Materials that only mention CDA in the funding disclaimer “The materials were funded by a contract with the California Department of Aging.” without using the CDA logo.
- Materials that do not mention the CDA name or use the CDA logo.

#### **3. Social Media Posts**

##### **Approval Required:**

- Social media posts that mention the CDA name or use the CDA logo

##### **No Approval Required:**

- Social media posts that do not mention the CDA name or use the CDA logo, even if CDA funds are involved.
- Tagging @calaging on X, Facebook or LinkedIn is optional but encouraged to keep CDA informed about your organization’s activities.

#### **4. Specific Scenarios and Examples**

- Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA.
- Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo.

*Examples of materials requiring approval:*

- Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.

#### **5. Submission Process**

- Submit language and materials needing approval to [communications@aging.ca.gov](mailto:communications@aging.ca.gov)
- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed
- Questions
- For questions about approval requirements email [communications@aging.ca.gov](mailto:communications@aging.ca.gov)

- For any inquiries or clarifications regarding the Stevens Amendment, contact your CDA Program Manager.

**D. Copyrights/Trademarks (Program Guide §3.13.4)**

The Subrecipient and CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for educational and federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
2. Any rights of copyright/trademark to which a AAA or subcontractor purchases ownership with grant funds.

## **Exhibit E**

### **Specific Program Guide Terms and Conditions**

#### **ARTICLE I. ASSURANCES SPECIFIC TO AREA PLAN PROGRAMS (Program Guide 4.2)**

##### **A. Program Assurances**

Subrecipient shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Subrecipient shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
3. RECIPIENT will make funds available to Subrecipient only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.
5. Funds made available under this Subaward Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government to provide Title III services.
6. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. Subrecipient shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its Subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

**93.044 Special Programs for the Aging-Title III, Part B - Grants for Supportive Services and Senior Centers (Title III B).**

**93.045 Special Programs for the Aging-Title III, Part C - Nutrition Services (Title III C).**

**93.053 Nutrition Services Incentive Program.**

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its Subcontractors that meet the definition of "cluster of programs."

When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the Subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organization 45 CFR 75 Appendix IV to part 75 C. 2.a.

7. Subrecipient assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
  - a. Subrecipient or any Subcontractors for any Title III or Title VII-A services shall not use means tests.



- b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
- c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
- d. Subrecipient will:
  - 1. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
  - 2. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
  - 3. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
  - 4. Establish appropriate procedures to safeguard and account for all contributions.
  - 5. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
- 8. Any Title III service shall not implement a Cost Sharing program unless approved by RECIPIENT and CDA.
- 9. Subrecipient shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
- 10. Subrecipient shall assist Recipient to identify and make contact with the local Office of Emergency Services (OES) for Subrecipient's service area and to define Subrecipient's, AAA's, and the OES' respective roles and responsibilities. Subrecipient may participate in a discussion of the types of clients served by Subrecipient and how their needs will be addressed by the OES in the community.
- 11. Subrecipient shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the RECIPIENT.
- 12. Subrecipient shall not require proof of age, citizenship, or disability as a condition of receiving services.
- 13. If a senior nutrition program provider, Subrecipient shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
- 14. If a Senior home-delivered program provider, Subrecipient shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]
- 15. Subrecipient shall assure that the following publication conditions are met:

Materials published or transferred by Subrecipient and financed with funds under this Subaward Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".

- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
  - c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."
16. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
17. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program

**B. Assurances Specific to Legal Service Providers (LSPs) (Program Guide § 4.2.1)**

In accordance with OAA § 731, Subrecipient shall assure that the following conditions are met:

- 1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
- 2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.
- 3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
- 4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
- 5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC funded program.
- 6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
- 7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
- 8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

**ARTICLE II. REPORTING PROVISIONS (Program Guide § 4.9)**

- A. Subrecipient shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title III D programs in accordance with RECIPIENT and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]
- B. Subrecipient shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subrecipient shall submit a written explanation to RECIPIENT within five (5) calendar days of the due date. This written explanation shall include the reasons for the delay and the date the report will be submitted.

- C. Subrecipient shall verify the accuracy of the data with the understanding that it will be submitted by RECIPIENT to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.
- D. Subrecipient shall have written procedures specific to each program which includes:
  - 1. Collection and reporting of program data for Sub-contractor.
  - 2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to RECIPIENT.
  - 3. Verification of data prior to submission to RECIPIENT.
  - 4. Correction procedures.
  - 5. Method for collecting and reporting:
    - a. Total estimated unduplicated clients in each non-registered service.
    - b. Total estimated unduplicated clients in all non-registered services.
    - c. Total estimated unduplicated clients across all registered and non-registered services.
  - 6. A performance data monitoring process.
- E. Subrecipient shall train and orient staff regarding program data collection and reporting requirements. Subrecipient shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

#### **ARTICLE III. APPEAL PROCESS (Program Guide § 4.10)**

- A. If Subrecipient disputes the administration of this Subaward Agreement, either fiscal or nonfiscal, Subrecipient shall use the appeal procedure established by RECIPIENT and the Area Agency on Aging. Unless RECIPIENT notifies Subrecipient of a different stated time, Subrecipient shall file an appeal within thirty (30) days of the disputed action.
- B. Only after Subrecipient has exhausted all appeal procedures established by RECIPIENT and the Area Agency on Aging shall Subrecipient use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal RECIPIENT's final adverse determination relating to Title III programs, if applicable.
- C. Appeal costs or costs associated with any administrative or court review are not reimbursable.

#### **ARTICLE IV. Transition Plans and Obligations Upon Termination (Program Guide § 4.11)**

- A. Subrecipient shall submit a transition plan to RECIPIENT within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subaward Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and RECIPIENT and shall at a minimum include the following:
  - 1. A description of how clients will be notified about the change in their service provider.
  - 2. A plan to communicate with other organizations that can assist in locating alternative services.
  - 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

4. A plan to evaluate clients in order to assure appropriate placement.
  5. A plan to transfer any confidential medical and client records to a new Contractor.
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
  7. A plan for adequate staff to provide continued care through the term of the Contract. (22 CCR 7206(e)(4))
  8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
  9. Additional information as necessary to affect a safe transition of clients to other community service providers.
- B. Subrecipient shall implement the transition plan as approved by CDA and RECIPIENT. RECIPIENT will monitor Subrecipient's progress in carrying out all elements of the transition plan.
- C. If Subrecipient fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subaward Agreement, Subrecipient will implement a transition plan submitted by RECIPIENT to Subrecipient following the Notice of Termination.

#### **ARTICLE V. ADDITIONAL TERMS AND CONDITIONS (RECIPIENT)**

- A. Subrecipient's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subrecipient's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by RECIPIENT and/or CDA.
- A. Subrecipient shall be in full contract compliance within 120 days of the beginning date of this Subaward Agreement. If full compliance has not occurred within this time period, RECIPIENT shall have the right to evaluate Subrecipient's capacity to fulfill Subaward goals. [CCR 7364(c)].
- B. Unless there are exceptional circumstances as determined by RECIPIENT, should Subrecipient's performance under this Subaward Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, RECIPIENT may take the following steps:
1. RECIPIENT will advise Subrecipient of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.
  2. Subrecipient shall respond within 30 working days of receipt of above notice with a plan for correction.
  3. If approved by RECIPIENT, the plan shall be implemented by Subrecipient within forty-five (45) days of receipt of the notification described in Item 1 (above).
  4. If Subrecipient fails to respond within the appropriate time and/or with an appropriate plan or fails to implement the plan within the forty-five (45) day period, RECIPIENT may serve a written termination notice on Subrecipient, which termination may become effective immediately. In the event of such termination, RECIPIENT shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subaward Agreement.

5. Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subrecipient's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of RECIPIENT.
6. Subrecipient is a Congregate Nutrition service provider, Subrecipient shall assure that Subrecipient shall be in operation at least five (5) days per week, except in a rural-area where such frequency is not feasible, and a lesser frequency is approved by RECIPIENT and CDA.
7. An amendment is required to change Subrecipient's name as listed on this Subaward Agreement. Upon receipt of legal documentation of name change RECIPIENT will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### **ARTICLE XVI. RECIPIENT CONTACT**

- A. The name of Recipient's contact to request revisions, waivers or modifications affecting this Subaward Agreement is Skye Gebhart, Contracts Analyst.
- B. Subrecipient shall present the name of its contact for this Subaward Agreement to RECIPIENT. Subrecipient shall immediately notify RECIPIENT in writing of any change of its contact or address



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Audrey Rice, Management Analyst I  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant one extra-help Assistant Cook at the Portola Nutrition site; (No General Fund Impact) (Senior Services).

---

**Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) extra-help Assistant Cook for the Senior Nutrition program at the Portola site.

**Background and Discussion:**

There is a need to hire an extra-help Assistant Cook at the Portola site. The extra-help Assistant Cook position is needed due to staffing issues and a need to have an extra-help Assistant Cook to fill in.

**Action:**

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

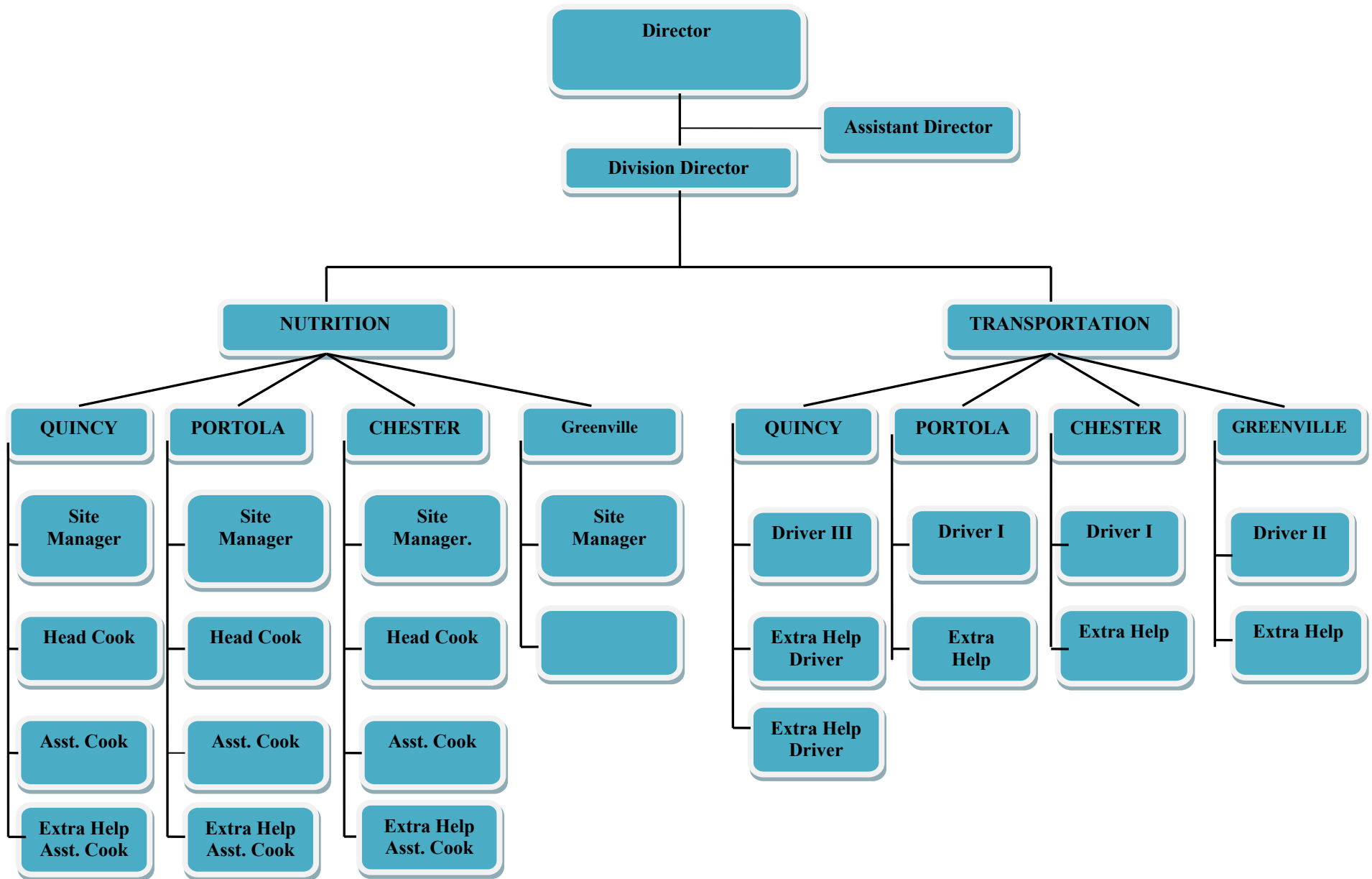
**Fiscal Impact:**

(No General Fund Impact) (Senior Services)

**Attachments:**

1. 23-24-Seniors Nutrition & Transportation
2. Critical Staffing Request Asst Cook 7\_26\_22
3. Assistant Cook\_202210141608507573

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
SENIOR NUTRITION & TRANSPORTATION DIVISION  
23/24



QUESTIONS FOR STAFFING CRITICAL POSITIONS THAT ARE CURRENTLY ALLOCATED.

**Assistant Cook/Extra-help Assistant Cook / Public Health Agency**

- Is there a legitimate business, statutory, or financial justification to fill the position?  
**Assistant Cooks aid with cooking, packaging, and serving, as well as cleaning at the site and filling in as the Head Cook when necessary. The assistant cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.**
- Why is it critical that this position be filled at this time?  
**Not filling this position will hinder the services that Senior Nutrition can provide its clientele.**
- How long has the position been vacant?  
**Effective 1/06/2025**
- 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 needs to be satisfied 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 on other County departments? **N/A**
- Does the department expect other financial expenditures that 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.

FY21/22=\$1,428,077 FY22/23=\$1,460,397 FY2425 \$1,516,548



## **ASSISTANT COOK**

### **DEFINITION**

Under supervision, job will assist in preparing and serving of food; perform semiskilled and skilled work in cleaning kitchen equipment and assists in the overall food service operation in the senior nutrition site; and does related work as required.

### **DISTINGUISHING CHARACTERISTICS**

Incumbents under supervision of the Site Manager and with lead direction provided by the Head Cook assists the Head Cook with all phases of food service operation. This class is distinguished from the Head Cook position because they do not have overall responsibility for food preparation at a nutrition site and they will work under closer supervision than the Head Cook.

### **REPORTS TO**

Site manager with lead direction from the Head Cook.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

### **EXAMPLES OF DUTIES**

- Scrapes, cleans, steams, or washes dishes, silverware, trays, pots pans, glassware and other kitchen utensils.
- Scrubs and peels vegetables.
- Prepares salads, beverages, deserts and assists Head Cook with the more routine phases with meal preparation.
- Including preparation of entrees/main dishes.
- May weigh and portion food in accordance with directions.
- Assembles or assists in assembling and loading food trays and packages for distribution from the nutrition site.
- Cleans food service area including floors, kitchen equipment, and food preparation areas.

## **ASSISTANT COOK - 2**

### **TYPICAL PHYSICAL REQUIREMENTS**

Stand for extended periods; physical ability to lift up to 50 pound without assistance; use of kitchen tools and equipment, including knives, hand and power equipment; normal manual dexterity and hand-eye coordination; corrected hearing vision to normal range; stoop, kneel, bend to pick up or move objects; verbal communication skills.

### **TYPICAL WORKING CONDITIONS**

Work is performed in the Senior Nutrition Center including kitchen and dining room environments; contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of**

- Proper food handling methods and techniques.
- Kitchen safety and sanitation practices.
- Preparation of salads, vegetables, deserts and sandwiches.
- Methods of cleaning and care of utensils, equipment and work areas.

#### **Ability to**

- Follow oral and written instructions.
- Understand and follow recipes in food preparation.
- Safe operation and use of food service equipment.
- Determine proper quantities food.
- Use sanitary food handling techniques.
- Read write and do mathematic computations, at a level necessary for successful for job performance.
- Obtain and maintain valid CPR and First Aid Certification.
- Establish and maintain effective working relationships.

## **ASSISTANT COOK - 3**

### **Training and Experience**

Any combination of training and experience, which would likely provide would likely provide the required knowledge and abilities is qualifying.

Experience in food preparation requiring use of sanitary food handling techniques, cleaning of kitchen and food preparation areas.

**Subject to work all county holidays except New Years, Labor Day, Memorial Day, July 4, Thanksgiving and Christmas, as specified by the Area on Aging.**



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Audrey Rice, Management Analyst I  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant one, 1 FTE, Health Education Coordinator or Health Education Specialist position; (No General Fund Impact) (CalFresh).

---

**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 Health Education Coordinator or Health Education Specialist position.

**Background and Discussion:**

Effective January 27, 2025, the Health Education Coordinator or Health Education Specialist position will be vacant due to resignation. The department is requesting to fill this vacancy.

**Action:**

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

**Fiscal Impact:**

(No General Fund Impact) (CalFresh)

**Attachments:**

1. Critical Staffing Request HEC HES
2. 2-Health Education & Outreach 2021 NO NAMES
3. Health Education Coordinator I
4. Health Education Specialist

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Health Education Coordinator/Health Education Specialist – Public Health Agency**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**The Health Education Coordinator/Health Education Specialist employees are responsible for the organization, coordination, implementation, and conduct of a variety of Public Health education programs and related health services.**
- Why is it critical that this position be filled at this time?  
**Not filling this position will cost PCPHA funds that cannot be drawn down from grants, and will as not being able to bill for positions unless funds have been spent. It can be argued that these are not lost funds because we won't have to expend the funds if the position is vacation. However, the County loses the value of the services being provided to families and children.**
- How long has the position been vacant?  
**Effective 01/27/2025**
- 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? **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?

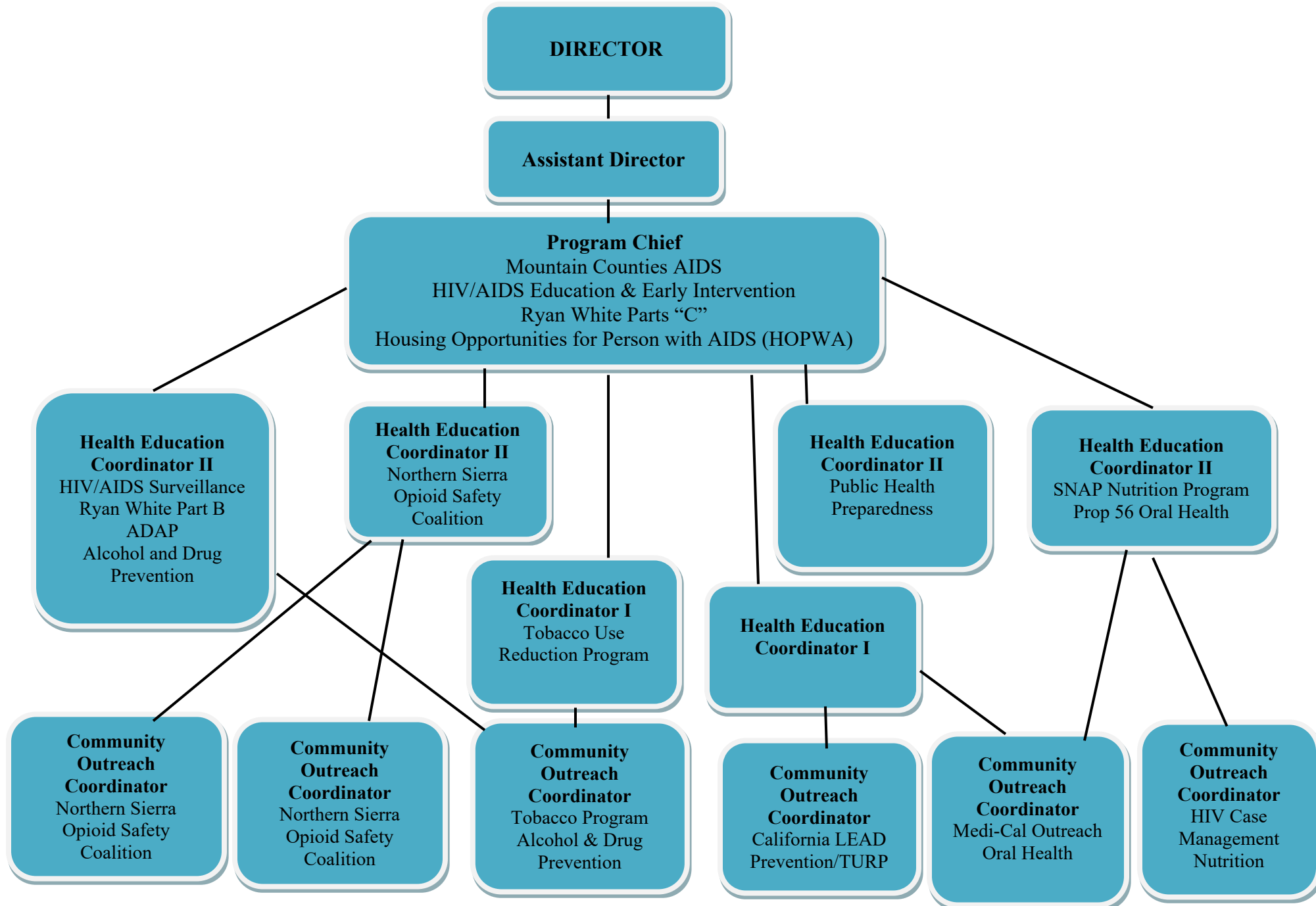
FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

**PLUMAS COUNTY PUBLIC HEALTH AGENCY  
HEALTH EDUCATION AND OUTREACH**

2



## **HEALTH EDUCATION COORDINATOR I**

### **DEFINITION**

Under direction, to plan, organize, coordinate, implement, and conduct a variety of public health education programs and related health services, public information programs, health promotion, prevention programs, and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This class is responsible for developing, coordinating, implementing, and conducting public health services, health education programs with a single program focus. The current health education programs include tobacco, AIDS, Perinatal Parent education, school readiness, and promotion of wellness.

### **REPORTS TO**

Director of Health Education, Director of Nurses

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Health Education Specialist and Community Outreach Coordinator

### **EXAMPLES OF DUTIES**

- Develops, designs, implements, and coordinates a variety of Public Health Services and education programs.
- Serves as a public health consultant for the Health Department, writes proposals including program goals and budgets for contract proposals.
- Prepares monitors and reports budget expenditures.
- Prepares progress reports, writes funding requests, develops training schedules.
- Plans and conducts education programs, assess the success of program intervention sessions.
- Establishes and maintains liaisons between the Health Department and other public and private agencies, community organizations, and professional groups.
- Locates staff to provide services.
- Prepares marketing strategies and distributes health service and education materials, including reports, pamphlets, posters, exhibits, news releases, and radio scripts.
- Participates in health education programs, conferences.
- Provides consultation and guidance to individuals and community groups.
- Attend training conferences relevant to current public health issues.
- Approves health protocols, provides technical assistance in development of health education assessments, interventions, and protocols.

## **HEALTH EDUCATION COORDINATOR I -2**

### **EXAMPLES OF DUTIES cont.**

- Implements strategies to raise awareness of health issues.
- Conducts surveys of public health issues to develop new education programs.
- May supervise and evaluate staff and contractors to develop and present segments of program plans.

### **TYPICAL PHYSICL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in both office and rural community environments; attend meetings outside the county; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Issues, purpose, methods, and procedures in public health.
- Principles, methods, techniques, materials of Public Health education and services, behavior change.
- Functions, programs and services of both public and private agencies.
- Public health statistical and survey methods.
- Marketing strategy.
- Community resources and demography.
- Budget techniques.
- Grant writing techniques and administration.
- Program development and coordination.
- Principles of supervision, training, and work evaluation.
- Community organization and development.



## HEALTH EDUCATION COORDINATOR I - 3

### **Ability to:**

- Develop, design, implement, evaluate, and coordinate health education programs for staff and community groups.
- Provide supervision, training, and evaluation for assigned staff.
- Communicate effectively orally in order to give presentations to local community groups.
- Communicate effectively in writing.
- Develop and administer grants.
- Develop and monitor a budget.
- Analyze data, identify target groups and establish program priorities for education plans.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with patients and others.

### **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.

Graduation from an accredited college or university with a BS/BS in Health Education, Community Development, Public Relations or related field required, plus two (2) years experience in public health education, community development or related field.

(Master's degree in a related field is preferred and may be substitute for experience.)

(Certification as a Health Education Specialist (CHES) preferred and may substitute for experience.)

:

**Special Requirements:** Possession of a valid drivers 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.

## HEALTH EDUCATION SPECIALIST

### **DEFINITION**

Under direction, to assist with planning and organizing public health education programs; to conduct public health education activities and related public information programs; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This class is responsible for conducting public health education for health professionals, community groups, and individuals as provided by the County Health Department. The current health education programs include tobacco, AIDS, and promotion of wellness. The level and scope of problems is less than that of a Health Education Coordinator.

### **REPORTS TO**

Health Education Coordinator or Public Health Director.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **HEALTH EDUCATION SPECIALIST - 2**

### **EXAMPLES OF DUTIES**

- Provides assistance with public health issues for the Health Department, other County departments, and community groups.
- Plans and conducts in-service education programs in health education, assessing the success of each training session.
- Establishes and maintains liaisons between the Health Department and other public and private agencies, community organizations, and professional groups.
- May help to locate staff for the provision of training services.
- Prepares and distributes health education materials, including reports, pamphlets, posters, exhibits, news releases, and radio scripts.
- Participates in health education programs, conferences and community programs; provides consultation and guidance to individuals and community groups.
- Attends training conferences relevant to current public health problems.
- Provides technical assistance in development of health education assessments, interventions, and protocols.
- Implements strategies to raise awareness of health issues.
- Conducts surveys of public health issues to develop new education programs.

### **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 both office and rural community environments; continuous contact with staff and the public.

## HEALTH EDUCATION SPECIALIST - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles, methods, techniques, and materials of public health education.
- Functions, programs and services of both public and private agencies involved in health education activities.
- Public health statistical and survey methods.
- Community resources and demography.

#### **Ability to:**

- Communicate effectively orally in order to give presentations to local community groups.
- Communicate effectively in writing.
- Develop and implement health education activities for staff and community groups.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with patients and others.

**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:

Graduation from an accredited college or university with a Bachelor's degree in public or community health education or other relevant degree such as psychology, education, or sociology.

Some previous experience in working in the public health field is highly desirable.

**Special Requirements:** Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.



**PLUMAS COUNTY  
SOLID WASTE  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Rob Thorman, Assistant Director of Public Works  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County and Cal-Fire, establishing the loan of an air curtain burner to Plumas County for disposal of green waste; No General Fund Impact; approved as to form by County Counsel.

---

**Recommendation:**

The Director of Public Works respectfully recommends that the Board vote to authorize the chair to sign the attached agreement, approved as to form by County Counsel.

**Background and Discussion:**

In August of 2024, Cal-Fire informed Public Works staff that Cal-Fire possessed an air curtain burners available for loan to public agencies for the disposal of green waste. Public Works and Cal-Fire staff then cooperated to create an agreement that would establish the terms for the County's temporary use of the air curtain burner. The attached agreement, approved as to form by County Counsel, allows the County to operate a FireBox 200 series air curtain burner for the disposal of green waste at no cost to Plumas County.

**Action:**

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

**Fiscal Impact:**

No impact to General Fund. Public Works.

**Attachments:**

1. Cal-Fire Agreement - Burner

**AGREEMENT FOR  
TEMPORARY ASSIGNMENT OF MODULE**

**THIS AGREEMENT**, entered this September day of 20, 2024, by and between the Department of Forestry and Fire Protection, hereinafter "**CAL FIRE**" acting by and between its duly appointed and qualified Director and Plumas County Public Works acting by and through its duly appointed, qualified and acting, officers, hereinafter called "**ASSIGNEE**"; referred to collectively as "parties" and individually as "party."

**W I T N E S S:**

**WHEREAS**, the State of California has purchased air curtain burners, wheel loaders and compact track loaders and deployed them in groups (Modules) for the purpose of responding to tree mortality in furtherance of the Governor's Proclamation of a State of Emergency, dated October 30, 2015.

**WHEREAS CAL FIRE** is authorized to assign these Modules to impacted counties throughout the State under written agreements to be staged for **CAL FIRE** purposes and for use by impacted counties for the purposes described below; now, therefore.

**IT IS HEREBY MUTUALLY AGREED** between the parties as follows:

1. ASSIGNMENT. **CAL FIRE** hereby transfers possession to **ASSIGNEE** and **ASSIGNEE's** hereby accepts possession from **CAL FIRE** of the specific equipment identified in the Module, as provided in Exhibit A to this Agreement, to remove and process wood waste locally in high hazard zones. Exhibit A shall be incorporated by reference into this Agreement. When being utilized by **ASSIGNEE**, the equipment identified in the Module shall be used solely to process vegetation that is deemed hazardous vegetation that must be removed. The specific equipment of the Module identified in Exhibit A may by mutual agreement of **CAL FIRE** and **ASSIGNEE** be changed during the term of this Agreement.
2. TERM. The term of this Agreement shall be for a one-year period unless terminated pursuant to the terms of this Agreement. The term of this Agreement may be extended for an additional one (1) year period upon written mutual consent of the parties.
3. CONSIDERATION. Consideration for this Agreement is the mutual benefit the parties will enjoy by having the Module locally available for use as provided in this Agreement.
4. HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT. During the term of this Agreement, **ASSIGNEE** agrees to adequately house, staff, and operate the Module at its sole cost and expense except as otherwise expressly provided in this Agreement. The Module shall be housed on property of the **ASSIGNEE**, or property **ASSIGNEE** has

a right to use, in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage. The Module shall be maintained in such condition that it is available for immediate use and at the same standard as other apparatuses operated by **ASSIGNEE**, as outlined in Pamphlet 6805, which shall be attached to each piece of equipment in the Module. A copy of Pamphlet 6805 is attached as Exhibit B to this Agreement, which shall be incorporated by reference.

a. During certain times, **CAL FIRE** may provide 48 hours written notice to **ASSIGNEE** that it intends to operate the Module in lieu of operators hired and managed by **ASSIGNEE**. During such time that **CAL FIRE** operates the Module, **CAL FIRE** shall be deemed to be in sole possession of the Module and shall be solely responsible for its condition, maintenance, repair, and use, including any and all injury to person or property that may result from such its maintenance, repair, and use.

b. All maintenance and repairs greater than \$1,500 shall be the responsibility of **CAL FIRE**, unless in the judgment of **CAL FIRE** the need for repair results from misuse or negligence on the part of **ASSIGNEE** in the maintenance or use of the Module, in which event the cost of each such item of repair shall be the responsibility of **ASSIGNEE**. In no event shall **ASSIGNEE** arrange for repairs without first obtaining written authorization from **CAL FIRE**.

c. **ASSIGNEE** must request from **CAL FIRE**, in writing, permission to make any and all changes to the assigned Module using the "Modification Request Form," a copy of which is attached as Exhibit C to this Agreement, which shall be incorporated by reference. Furthermore, **ASSIGNEE** shall not make modifications, changes, adjustments, or additions, including decals or stickers, to the Module without prior written approval from **CAL FIRE**.

5. INSPECTION OF MODULE. **ASSIGNEE** agrees that representatives of **CAL FIRE** and other authorized State personnel may inspect the Module at any time with 24 hours notice by phone, email or FAX. For purposes of this Section, CAL FIRE shall notify **ASSIGNEE** as follows:

Name : Rob Thorman  
PHONE:530-283-6495  
FAX:  
EMAIL: [robthorman@countyofplumas.com](mailto:robthorman@countyofplumas.com)

6. STAFFING. Reasonable and continual efforts shall be made so that the Module is consistently and regularly utilized by designated personnel. If at any point during the term of this Agreement staffing is inadequate to operate the Module for an extended period of time, the **ASSIGNEE** shall notify **CAL FIRE**.

7. TRAINING. Personnel designated by **ASSIGNEE** shall not operate any piece of equipment of the assigned Module unless they have completed the specific training required for each piece of equipment. **CAL FIRE** shall provide the training to the personnel designated by **ASSIGNEE**. **CAL FIRE** will work with **ASSIGNEE** to determine the qualifications needed for each operator and shall provide **ASSIGNEE** with a list of

qualifying or disqualifying factors in writing before **ASSIGNEE** begins the selection process. **CAL FIRE** will maintain a list of qualified operators who have completed the required training.

8. RELOCATION. **CAL FIRE** shall transport and provide all movement of the Module. This includes any movement of an air curtain burner and relocation of other pieces of the Module. **ASSIGNEE** shall make written requests to **CAL FIRE** if relocation of the Module is needed. **CAL FIRE** reserves the right to immediately dispatch, direct the dispatch of, or temporarily reassign the Module, or any piece of equipment thereof, whenever, in the opinion of the Director of **CAL FIRE** or his representatives, the Module, or any piece of equipment thereof, is essential to the protection of life and property in another jurisdiction or in the best interest of the State. If this determination is made, relocation will be immediate and the need to provide written notice in Section 14a below does not apply.

9. SITE CONDITIONS. Reasonable use of an air curtain burner shall only occur when the Unit Chief of the **CAL FIRE** Unit where the site is located, or his or her designee, has completed an inspection of the site and verified it is appropriate for an air curtain burner operation.

10. REPORTS AND RECORDS. **ASSIGNEE** shall maintain daily and monthly reports on the details of Module use on the **CAL FIRE** ME104 Form, a copy of which is attached as Exhibit D to this Agreement, which shall be incorporated by reference. All reports shall be sent to **CAL FIRE** on a monthly basis or as often as requested by **CAL FIRE**.

11. REPORT OF ACCIDENTS AND DAMAGE. **ASSIGNEE** shall immediately notify **CAL FIRE** by phone following any and all accidents involving the Module and any time damage occurs to the Module.

12. INDEMNIFICATION. **ASSIGNEE** shall defend, indemnify, and hold harmless **CAL FIRE**, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of **ASSIGNEE**, its officers, agents, or employees. The duty of **ASSIGNEE** to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes **ASSIGNEE's** right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

13. INSURANCE PROTECTION.

a. **ASSIGNEE** agrees to furnish evidence of insurance protecting the legal liability of the **ASSIGNEE** and **CAL FIRE** for liability and/or property damage with a combined single limit of \$2,000,000.00 per occurrence, by means of a Certificate of Insurance naming the State of California as Additional Insured. Said certificate shall contain an Agreement by the insurance company that it will not cancel said policy



without 15 days prior written notice to **CAL FIRE** and that **CAL FIRE** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the Module including serial numbers and **CAL FIRE** X number.

b. In the event the **ASSIGNEE** is self-insured, **ASSIGNEE** in lieu of a certificate of insurance shall furnish **CAL FIRE** a written statement of such fact.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, **ASSIGNEE** is responsible for returning the Module to original standard at the direction of **CAL FIRE** consistent with Section 4 of this Agreement. The description of the Module and the necessary amount of insurance required is outlined in attached Exhibit E, which is by this reference made a part of this Agreement.

14. TERMINATION OF AGREEMENT.

a. Either party may terminate this Agreement upon thirty (30) days written notice to the other party, or **ASSIGNEE** may relinquish or **CAL FIRE** may repossess, any portion of the Module upon like notice to the other party, except that **CAL FIRE** may repossess any portion of the Module without written notice whenever it deems the same is not being maintained in accordance with this Agreement.

b. Upon the termination of this Agreement, **ASSIGNEE** agrees to return said Module in the same condition as received, excepting reasonable wear and tear, acts of God, and conditions over which it has no control.

c. Nothing in this Agreement shall be construed to create a new property interest or right of action for **ASSIGNEE**.

15. UNAUTHORIZED USE OF CAL FIRE MODULE. Use of the Module other than as specified in Paragraph 1 will be considered a breach of this Agreement. Additionally, no sub-assignment of any piece of equipment in the Module is allowed.

16. CEQA. If required, **ASSIGNEE** shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document, if required for the activity, must be provided to **CAL FIRE** before any activity that may directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.) begins.

17. BURN PERMIT. All necessary burn permits must be received before any use of the air curtain burner may occur.

18. AIR QUALITY PERMITS. All necessary air quality permits must be received before any use of the air curtain burner may occur.

19. NOTICES. All correspondence and notices required or contemplated other than in

Sections 5, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid, and addressed as follows: To the **ASSIGNEE** Plumas County Chair Supervisor Kevin Goss 520 Main Street, Room 309, Quincy, CA, 95971, and to the CAL FIRE Unit Chief Eric Ewing at Lassen Modoc Unit 697-345 Highway 36 Susanville CA 96130. The address to which notices shall or may be mailed to either party shall or may be changed by written notice given by such party to the other, but nothing herein contained shall preclude the giving of any such notice by personal service.

20. ALTERATION. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

21. WAIVER. **CAL FIRE** may in its sole discretion and for such good cause as it determines waive in writing, in whole or in part, any requirement of this Agreement that any piece of the Module shall be maintained in operating condition, or repaired, or replaced, provided that any such waiver shall be applicable only to the specific equipment of the Module to which it refers.

22. JURISDICTION AND VENUE. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement upon the date first above written.

**ASSIGNEE:**

**CAL FIRE:**

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**Kevin Goss**  
Plumas County Chair  
Plumas County  
Supervisor District 2

---

**Eric Ewing**  
Unit Chief, Lassen Modoc

**Attest:**

---

**Allen Hiskey**  
Plumas County Clerk of the Board

Approved as to form:

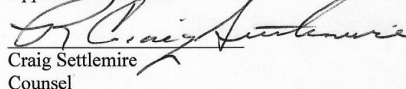
  
Craig Settemire  
Counsel

EXHIBIT A

AIR CURTAIN BURNER'S

Serial Number

1. 456D72416GNDA4080

2. 20FDN16620

3. 20FDN16626

4. J3R02264

5. J3R02265

6. 456D72411GNAA4058

7. 456D72414GNDA4078

8. S20FDN16626

9. 456D72410GNDA4075

10. J3R02261

11. S20FDN16618

When available the Assignee will retain one of the following units per this agreement.

REMARKS: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT B**  
**Pamphlet 6805**

**Please see following pages.**

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## **24-HOUR EMERGENCY ROADSIDE SERVICE**

In the event of a breakdown of a state vehicle (one ton or lighter) on a public street or highway, or a public parking garage, within the State of California, the OFA offers emergency 24-hour roadside service through the contracted State of California Automobile Club.

Services include:

- Mechanical first aid.
- Battery service.
- Tire change.
- Gasoline, oil, and water delivery.
- Lockout – does not include key making or locksmith service.
- Towing.

In the event of such an emergency, state drivers shall:

- Call the designated phone number, and;
- Provide year, make, model, and color of vehicle and the California Official State Fuel Credit Card account number to the contracted State of California Automobile Club operator.

For further information regarding the 24-hour emergency roadside service, refer to California Official Fuel Card.

## **CALIFORNIA OFFICIAL STATE FUEL CARD**

The California Official State Fuel Credit Card is used for the following services:

- Purchase of fuel at authorized contract vendors.
- Purchase of a battery, tire, tube, spark plug, fan belt, wiper blades, radiator cap or gas tank cap **in emergencies only.**
- Oil changes at Office of Fleet Administration approved vendors;
- 24-hour Emergency Roadside Service.

## MOBILE EQUIPMENT VEHICLE DATA

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License \_\_\_\_\_ X \_\_\_\_\_ PM Group \_\_\_\_\_  
Make \_\_\_\_\_ Chassis Model \_\_\_\_\_ Year \_\_\_\_\_  
Serial No. \_\_\_\_\_  
Eng. Mfr/Model \_\_\_\_\_ Crankcase Cap. Qts. \_\_\_\_\_  
Coolant Capacity Qts. \_\_\_\_\_ Water Filter \_\_\_\_\_  
Air Filter (Primary) \_\_\_\_\_ (Secondary) \_\_\_\_\_  
Fuel Filter (Primary) \_\_\_\_\_ (Secondary) \_\_\_\_\_  
Oil Filter \_\_\_\_\_ Battery Group \_\_\_\_\_  
Tire Size \_\_\_\_\_ Ply Rating \_\_\_\_\_ Pressure \_\_\_\_\_  
Fan Belts \_\_\_\_\_ P/S Belt \_\_\_\_\_  
Alternator Belt \_\_\_\_\_ Air Comp. Belt \_\_\_\_\_  
Other Belts \_\_\_\_\_  
Transmission Type \_\_\_\_\_ Serial No. \_\_\_\_\_  
Diff. Type and Ratio \_\_\_\_\_  
Buildup Mfg \_\_\_\_\_ CDF Model \_\_\_\_\_  
Date \_\_\_\_\_ Placed \_\_\_\_\_ in \_\_\_\_\_ Service \_\_\_\_\_

---

### PUMP UNIT DATA

Pump Make (Main) \_\_\_\_\_ Model \_\_\_\_\_  
CDF Rating \_\_\_\_\_ GPM @ 150 PSI Serial # \_\_\_\_\_  
Pump Make (Aux.) \_\_\_\_\_ Model \_\_\_\_\_  
CDF Rating \_\_\_\_\_ GPM @ 150 PSI Serial # \_\_\_\_\_  
Aux Pump engine Mfg \_\_\_\_\_ Model \_\_\_\_\_  
Crankcase Cap. \_\_\_\_\_ Qts. Cooling Cap. \_\_\_\_\_ Qts.  
Oil Filter \_\_\_\_\_ Air Filter \_\_\_\_\_  
Fan Belts \_\_\_\_\_ Other Belts \_\_\_\_\_

---

	Front Axle	Rear Axle	Trailer Axle's	Total
EMPTY	_____	_____	_____	_____
LOADED	_____	_____	_____	_____

[illegible]



## ACCIDENT PROCEDURE GUIDE

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Render reasonable assistance to the injured, effect traffic control until officer arrives.

- A. Advise nearest Department of Forestry and Fire Protection Emergency Command Center of:
  - 1. Accident and location.
  - 2. Extent of injuries and/or property damage.
  - 3. Need for ambulance, traffic control, tow truck, etc.
- B. Obtain names and addresses of witnesses.
- C. Complete Form 269 and exchange required information with other driver or property owner.
- D. *Do not* discuss accident with anyone except:
  - 1. Investigating Officer.
  - 2. Your Supervisor.
  - 3. Authorized State Officers.
  - 4. State Insurance Adjuster.
- E. Compile information to complete Form 270. Refer to current Form 269 for reporting contact phone numbers.

All motor vehicle accidents involving a state-owned vehicle or any vehicle being used on state business must be reported within 48 hours to the Office of Risk and Insurance Management, utilizing Std. Form 270, Report of Vehicle Accident. If the accident resulted in bodily injury or significant property damage to a non-state party, the accident must be reported by a preliminary copy of the Std. Form 270. If an accident involving bodily injury or significant property damage occurs on a weekend, refer to contact number on form 269.

For reporting purposes, an accident is defined as one that involves a state-owned vehicle (or non state-owned vehicle operated by a state employee while on state business) where there is damage caused to the person or property of another. If the state-owned vehicle was damaged during an event involving no other party, it should be reported to the ORIM if the damage to the state vehicle is more than \$1,000.

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### EVIDENCE OF FINANCIAL RESPONSIBILITY

This vehicle is owned or leased by the State of California, a public entity, and operated by employees or agents of the State. California Vehicle Code Section 16028, subsection (b) (1) (d) states that ownership or lease of a vehicle by a public entity establishes evidence of financial responsibility.

## PREVENTIVE MAINTENANCE AND REPAIR OF MOBILE EQUIPMENT

---

### INTRODUCTION

This Pamphlet is a regular component of the Department of Forestry and Fire Protection Issuance System. Instructions set forth herein must be regarded as specific directives emanating from the Director.

### GOAL

It shall be the goal of the preventive maintenance and repair program to provide a safe, efficient, dependable fleet of mobile equipment in a cost effective manner.

### POLICY

It shall be the policy of the Department of Forestry and Fire Protection to maintain each piece of mobile equipment in a condition consistent with the work it is expected to perform. This shall be accomplished through the intelligent application of a uniform preventive maintenance program and in accordance with all state fiscal requirements. Repairs shall be made and parts replaced as necessary to keep the equipment functional, with priority being given to those items contributing to safety.

**Mobile equipment shall not be altered or modified except as outlined in Chapter 6820 MODIFICATIONS, and approval for such modification or alteration is granted in writing by the appropriate level.**

Regular inspections of all mobile equipment shall be made as outlined in the preventive maintenance procedure and record. Accurate records shall be maintained of maintenance and repairs on all mobile equipment. As far as possible, major repairs shall be scheduled during the time of least expected activity for each type (e.g. fire apparatus during winter period; construction equipment during summer), thus reducing the possibility of breakdown during its active period.

## ADMINISTRATIVE RESPONSIBILITY

### DIRECTOR

The Director's Mobile Equipment Management Section will assist the **Region Fleet Managers in setting up a uniform maintenance and repair program adjusted to local conditions.** To determine program effectiveness, periodic staff inspections will be made of all types of mobile equipment. Maintenance and repair guidelines will be provided and frequently reviewed for adjustments to meet the field needs. Information on the maintenance and operation procedures for all specialized equipment, service bulletins, and other literature, which will aid the field, will be disseminated and kept current. Assistance (coordinated by Training Officer) shall be provided to the field in organizing and conducting training programs on maintenance and repair procedures.

### REGION

The Region Chief shall be responsible for managing the mobile equipment within the Region. The Region Fleet Manager shall administer the maintenance and repair program in accordance with established guidelines. Periodic inspections of all types of mobile equipment shall be carried out by the Region Fleet Manager. Chronic problems, inadequacy of equipment, recommendations for improvement, or any other items suspected of having statewide implications shall be reported immediately to the Director's office. A repair cost record shall be established and maintained for each piece of mobile equipment within the Region. The Region Fleet Manager shall review requests for all major repairs and provide technical assistance for major repairs in Department of Forestry and Fire Protection and commercial shops. Formal training shall be provided by the Region in the care and operation of all mobile equipment.

## **ADMINISTRATIVE UNIT**

The Unit Administrator shall assume responsibility for the management of all mobile equipment stationed or assigned in that unit. The Unit or Sub-Unit Administrator shall perform and record regularly scheduled administrative inspections on all equipment in the Unit as outlined in this Pamphlet. The Unit Fleet Manager shall perform and record regularly scheduled safety inspections on all equipment in the unit as outlined in this Pamphlet.

The Unit Fleet Manager shall make arrangements for prompt correction of minor deficiencies in order to preclude unnecessary damage. Mechanical problems which appear to have other than local implications or any inadequacies of equipment shall be reported to the Region Fleet Manager. Technical advice and assistance shall be requested from the Region Fleet Manager for repairs having major implications, or which pose a particular problem.

## **INDIVIDUAL RESPONSIBILITY**

Each individual operator of Department of Forestry and Fire Protection mobile equipment has the primary responsibility for the maintenance, care and condition of the unit being used.

PRIOR TO OPERATING A DEPARTMENT OWNED VEHICLE EACH DRIVER IS REQUIRED TO PERFORM AN EQUIPMENT INSPECTION DAILY. WHEN THE DRIVER ENTERS THEIR NAME ON THE ME-101/ME-102 FORM, THE DRIVER IS CERTIFYING THAT THE INSPECTION PROCEDURE HAS BEEN COMPLETED AND THE VEHICLE IS IN SAFE OPERATING CONDITION.

DEFICIENCIES WHICH ARE LIKELY TO AFFECT THE SAFE OPERATION OF THE VEHICLE ARE TO BE DOCUMENTED ON FORM ME-14/DRIVER'S LOG AND CORRECTED BEFORE THE VEHICLE IS OPERATED OTHER THAN TO OBTAIN NEEDED REPAIRS.

## **VEHICLE SAFETY INSPECTION**

In addition to the regular Preventive Maintenance program, Safety Inspections shall be made on every vehicle by the **Unit Fleet Manager annually**.

Safety Inspections shall include, but not be limited to, the following:

- (A) Brake System & Components – including adjustment.
- (B) Cooling System
- (C) Cab and Chassis.
- (D) Electrical System – including all lights.
- (E) Exhaust System
- (F) Fuel System
- (G) Steering System & Suspension System
- (H) Pump, Plumbing, Tank System
- (I) Tires & Wheels
- (J) Vehicle Connecting Devices
- (K) General Appearance
- (L) Road Test

## **COMPLIANCE INSPECTION**

ECT's, CCV'S, FIRE ENGINES and REGULATED VEHICLES (Ref. Vehicle Code 34505.5) shall receive a Safety Inspection every 90 days. Vehicle Safety Inspections will be completed by approved Unit qualified inspectors. In addition to the regular preventive maintenance program and Vehicle Safety Inspection this inspection shall include, but not be limited to, the following:

- (A) Brake Adjustment, refer to Fix-N-Fax # 52
- (B) Brake system components and leaks.
- (C) Steering and suspension systems.
- (D) Tires and wheels.
- (E) Vehicle connecting devices.
- (F) Two-way check valve in dual air systems, alternately draining and recharging primary and secondary air reservoirs.
- (G) All tank mounting brackets.
- (H) All belts and hoses for wear.

**COMPLIANCE INSPECTIONS WILL BE DOCUMENTED ON FORM ME-15.**

## **ADMINISTRATIVE INSPECTION**

In addition to Vehicle Safety Inspections and the regular Preventive Maintenance Program, Administrative Inspections shall be made on every vehicle by the Unit or Sub-Unit Administrator annually.

Administrative inspections shall include, but not be limited to, the following:

- (A) Vehicle Safety Equipment
- (B) Personnel Safety Equipment
- (C) Fire Tools and Equipment – Inventory and Conditions
- (D) Fire Hose – Records and Conditions
- (E) Records – Maintenance and Safety
- (F) General Appearance

## **WARRANTY AND POLICY ADJUSTMENT**

The warranty varies with each manufacturer and a vehicle may carry several warranties, i.e., tires, batteries, engines, etc. Equipment purchased by the Department will *always* carry the standard vehicle warranty and may carry additional time or mileage as a condition of purchase.

Manufacturers may also assume responsibility for equipment beyond warranty periods under policy adjustment procedures. An effort will be made by the Unit Fleet Manager to receive an adjustment wherever there is a failure, beyond standard warranty, apparently caused by faulty workmanship or material.

Repairs on new vehicles should be carefully appraised to insure full benefit of warranty coverage.

### **EQUIPMENT CATEGORIES (GROUP 1, 2 AND 3)**

Three separate preventive maintenance categories have been established due to diversity of equipment and operating conditions, dependent on mileage, use, and time.

- GROUP 1: Light equipment operating under normal highway conditions, and relatively high monthly mileage.
- GROUP 2: All vehicles over 1-1/2 ton and any/all regulated vehicles.
- GROUP 3: Construction and miscellaneous field equipment.

## **MOBILE EQUIPMENT INSPECTION AND SERVICE INTERVALS**

### **1. SAFETY INSPECTIONS**

#### **All Equipment:**

Annually by Unit Fleet Manager.

### **2. COMPLIANCE INSPECTIONS**

#### **Fire Engines, CCV's, ECT's, and Regulated Vehicles (Vehicle Code 34505.5):**

At 90 day intervals by a CDF qualified inspector.

### **3. ADMINISTRATIVE INSPECTIONS**

#### **GROUP 1, 2, 3:**

Annually by Unit or Sub-Unit Administrator

### **4. SERVICE INTERVAL**

A system of complete service and inspections covering all operating components of each vehicle provides the basic preventive maintenance tool. These inspections and corrective action are designed for an emergency fleet where use dictates maintenance levels at a much higher degree than conventional oil change and lubrication intervals.

**“B” SERVICE:** Group 1 & 2 – 6,000 miles or 6 months, whichever occurs first.

**“C” SERVICE:** All Vehicles – 24,000 miles or 12 months  
whichever occurs first.

**GROUP 3:** Manufacturer's recommendation, annually or 320 hours.

**SERVICE INTERVALS MAY BE ADJUSTED AS NECESSARY FOR OPERATIONAL  
CONDITIONS WITH APPROVAL OF UNIT FLEET MANAGER.**



## **INSPECTION AND SERVICE INTERVALS (CONT.)**

### **WATER TANK (Fire Engine)**

#### **ALL TANKS:**

Shall be inspected internally every four (4) years and prior to expiration of warranty period.

#### **ANODE:**

Replace anodes annually.

**Record in Tank Section.**

### **WINTER STORAGE:**

Drain all Pumps, Valves, Water Tank and Plumbing as needed.

**MOBILE EQUIPMENT  
FIRE ENGINE, CREW VEHICLE  
AND OTHER REGULATED VEHICLES**

**DAILY INSPECTION PROCEDURE**

**CHECK:**

1. Engine compartment– Fluid Levels, (oil, coolant, etc.)
2. Radiator, Hoses, Belts, Wires, etc.
3. Lights – High, Low, Turn, Park, Clearance, Stop, Code 3
4. Brake Adjustment, Drums, Brake Chambers, Hoses, Brake Lining
5. Steering Components
6. Wheel, Tires, Lug Nuts, Axle Nuts
7. Suspension, Springs, Shackles, Shocks
8. Driveline and U-Joints
9. Batteries
10. Fuel level
11. Fire Extinguisher, First Aid Kit, Accident Forms, Vehicle Registration
12. Emergency Reflectors and Tire Tools.
13. Ember Protection Screens

**IN CAB:**

1. Seats, Seat Belts, Loose Items, Horn, Rear View Mirrors
2. Windshield, Wiper Blades, Side and Rear Glass
3. Clutch, Accelerator & Brake Pedals
4. Brake System
  - a. Compressor Cut In and Cut Out Procedures
  - b. Low Pressure Warning & Gauges
  - c. Check Air Loss (engine off):
    - i. Parking Brake Applied & Released
    - ii. Brakes applied – Parking Brake Released
  - d. Check Emergency / Parking Brake Operation
5. Hydraulic Brakes, Check Operation with Foot Pedal Application
6. Drive Vehicle 10 Feet, Apply Brakes, Check Operation

## **DAILY INSPECTION PROCEDURES (cont.)**

### **FIRE ENGINES**

Also Check:

1. Water Level in the Tank
2. Tools, Nozzles, Torch, Chain Saw, Floto Pump
3. Valves Operation, Pressure Relief Valve Operation
4. Primer Operation, Primer Oil Level
5. Aux Engine - Check Fluid Levels (oil, coolant, etc.)
6. Aux Engine - Starting and Operation
7. Foam Reservoir Level

### **TRANSPORT/SEMI & 3 AXLE VEHICLE/HAZMAT HAULERS**

Also Check:

1. Trailer Coupling Devices, Fifth Wheel
  - a. Lower and Upper Mountings
2. Air and Electric Connectors
3. Frame and Cross Members
4. Placarding and Shipping Papers
5. Chains and Binders

### **CREW VEHICLES (CCV's, ECT's, 12-Passenger Vans)**

Also Check:

1. Rear Door & Entry Steps
2. Seats, Seat Belts, Upholstery, Seat Backs
3. Emergency Openings & Instructions
4. Windows and Latches
5. Loose Items Not Allowed
6. Passenger Door Alarm & Intercom or Window

## **MOBILE EQUIPMENT PREVENTIVE MAINTENANCE INSTRUCTIONS**

Inspections covered by these instructions include pump engines where applicable and will be recorded as one unit.

### **“B” SERVICE**

**GROUP 1 AND 2** – 6,000 miles or 6 months, whichever occurs first.

All items in Daily Inspection, plus the following:

1. **OIL DRAIN / OIL FILTER REPLACEMENT:** Drain main engine, auxiliary engine, and pump gear boxes which use oil. Fill crankcase and gear boxes with correct type and grade of oil.

**Note:** Use manufacturer’s specifications for proper lubricants.

2. **AIR CLEANER:**

(A) With Air Restriction Gauge: Inspect / replace as per restriction gauge reading.

(1) 25” hg or

(2) Indicator in “RED”.

(B) Gauge Operational Test:

(1) Run engine at 1500 RPM. With hood open, slowly seal air inlet at air cleaner housing. Observe gauge reading. Gauge is operational when reading increases.

(C) Ember Protection Screen

3. **FUEL SYSTEM:**

(A) Service water separator as per manufacturer’s recommendations.

(B) Change fuel filters annually or more often under severe conditions.

4. **LUBRICATION**

(A) Lubricate all grease fittings.

5. **WHEEL LUG NUTS**

(A) Torque wheel nuts (stud piloted & hub piloted) to manufacturer’s specifications.

## **“C” SERVICE**

**GROUP 1, 2 AND 3 – 24,000 miles or annually, whichever occurs first.**

**To be performed under the direction of the Unit Fleet Manager.**

**Note:** Use manufacturer’s specifications for proper lubricants.

1. **WHEEL BEARINGS:** Clean, inspect and repack wheel bearings as necessary. Check wheel seals for leaks or damage. Perform at intervals recommended by the manufacturer or more often under severe conditions.
2. **BRAKES:** Examine brake lining and drums, pads and rotors, wheel cylinders, master cylinder, brake booster, Accumulock (where applicable), parking brake cable, and parking brake lining. Inspect “S” cam, shaft, and bushings for wear, inspect wedge assemblies and air brake chambers and repair as required. Inspect all brake components and repair as required. Inspect and/or adjust all brakes.
3. **STEERING KNUCKLE and U-JOINTS 4-WHEEL DRIVE:** Clean, inspect, repack bearings, lubricate and replace seals as recommended by the manufacturer or more often under severe conditions.
4. **TRANSMISSION/TRANSFER CASE:** Drain and refill with manufacturer’s specified lubricant. Replace synthetic fluids/filters at manufacturer’s recommended interval.
5. **DIFFERENTIALS:** Drain and refill with manufacturer’s specified lubricants. Synthetic lubricants to be changed at manufacturer’s recommended intervals. Check fluid for contamination.
6. **FINAL DRIVES:** Service as per the manufacturer’s recommendations or as conditions dictate.
7. **DRIVE LINES and U-JOINTS:** Clean, inspect, lubricate or replace as per manufacturer’s recommendations or as severity of conditions dictate.
8. **ENGINE TUNE-UP:** Check emission control systems and repair as required for vehicle compliance. Major engine tune-up to be performed as conditions dictate or as per the manufacturer’s preventive maintenance recommendations. Check fuel delivery systems; clean, overhaul or adjust as required. Replace fuel filters annually or as conditions dictate. Adjust valves as per manufacturer’s recommendation.

### **“C” SERVICE (cont.)**

9. **COOLING SYSTEM:** Examine radiator, hose connections, coolant recovery tank and water pump for leaks. Check fan belt for wear and adjustment. Clean radiator core (external) if dirty. Examine radiator pressure cap. Check condition of coolant. Examine automatic transmission heat exchanger oil lines for leaks or damage. Change coolant filter, if so equipped.

**Identify and use manufacturer recommended coolant when replacing coolant. Replace coolant at manufacturer’s recommended interval.**

10. **PUMPS:** Test fire pumps for volume and pressure and record in pump records section as per NFPA 1911 specifications.
11. **PUMP GEAR CASES:** Drain, service, and refill with correct lubricant to the proper level.
12. **CHELSEA BOX:** Drain, service, and refill with correct lubricant to the proper level.
13. **FIRE PLUMBING:** Pressurize the fire plumbing with air to 125 PSI to test the system for leaks in the discharge valves and suction valves. Repair all leaks as required.
14. **AIR FILTER GAUGE:** Test for operation.
15. **EMBER SCREENS:** Inspect for mounting security and screen condition.
16. **SMOG INSPECTION / OPACITY TESTING:** Perform smog and opacity inspections as per State Regulatory Agencies. Record in smog/opacity section.
17. **SPECIALIZED EQUIPMENT:**
- (1) Helitender:

Annually inspect as per California Vehicle Code 34060 and record in tank section.
  - (2) Personnel Lift/Crane:

Quarterly and Annually and record in maintenance section.

## MOBILE EQUIPMENT SAFETY (S) / COMPLIANCE (C) / DEMOB (D) INSPECTION RECORD

[illegible]

## MOBILE EQUIPMENT SAFETY (S) / COMPLIANCE (C) / DEMOB (D) INSPECTION RECORD

[illegible]



[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

# MOBILE EQUIPMENT ADMINISTRATIVE INSPECTION RECORD

[illegible]



[illegible]

## NFPA 1911

### FIRE PUMP TEST PROCEDURE

Check all fluid levels prior to starting test.

**Test 1.** Dry Pump Vacuum Test  
Drain tank and main pump

**Test 2.** Priming Test  
Water level in test pit maximum 10' lift

**Test 3.** 100% Capacity @ 150 PSI (20 minutes)  
Pressure/Volume valve in volume position

**Test 4.** Overload/Spurt Test  
Increase pump discharge pressure to 165 PSI

**Test 5.** Pressure Control Device Test @ 150 PSI

**Test 6.** Pressure Control Device Test @ 90 PSI

**Test 7.** 70% Capacity @ 200 PSI (10 minutes)  
Pressure/Volume valve in volume position

**Test 8.** 50% Capacity @ 250 PSI (10 minutes)  
Pressure/Volume valve in pressure position

**Test 9.** Pressure Control Device Test @ 250 PSI

**Test 10.** Tank to Pump Flow Test  
Tanks 300 to 750 gallons

#### End of Test

1. Check engine for fluid leaks
2. Complete worksheet
3. Turn-in worksheet to Unit Fleet Manager

# MOBILE EQUIPMENT FIRE PUMP TEST RECORD

Actual volume and pressure may vary from CDF rating dependent on available power and plumbing arrangement.

### Pump Volume @ 150 psi

[illegible]

Contact Unit Fleet Manager for Pump Records

# MOBILE EQUIPMENT FIRE PUMP TEST RECORD

Actual volume and pressure may vary from CDF rating dependent on available power and plumbing arrangement.

### Pump Volume @ 150 psi

[illegible]

Contact Unit Fleet Manager for Pump Records

**MOBILE EQUIPMENT  
TANK INSPECTION RECORD**

Department of Forestry and Fire Protection requires all fire engine manufacturers to warranty water tanks to be free from defects in material and workmanship. This warranty period will vary between manufacturers, but will always be a Forestry required minimum of five (5) years, starting with date placed in service. The warranty includes tank coatings as used on mild steel tank interiors to prevent rust and corrosion.

New fire engine water tanks shall be thoroughly inspected just prior to the expiration of the warranty period and every four (4) years thereafter.

All Tanks: Remove lid, inspect for condition of tank coating, loose baffles, damaged strainers, and sediment. Clean, repair coating as required and record tank condition.

NAME	DATE	GENERAL CONDITION	REPAIRS MADE

V - OK X - REPAIRS MADE O - REPAIRS NEEDED															
	Name/Date	Mileage													
<b>"B" SERVICE</b>															
1 BRAKE ADJUSTMENT															
2 STEERING COMPONENTS															
3 TIRES & WHEELS															
4 BATTERY															
5 EXHAUST SYSTEM															
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12 LUBRICATION															
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14 DRIVELINE COMPONENTS															
15 SUSPENSION COMPONENTS															
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17 OIL/FILTER - AUX															
18 AIR FILTER - MAIN															
19 AIR FILTER - AUX															
20 EMBER SCREEN															
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13 COMPLETE ME-107 / ME-15															

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# MOBILE EQUIPMENT REPAIR RECORD

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# MOBILE EQUIPMENT REPAIR RECORD

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**EXHIBIT C**  
**Modification Request Form**

**CAL FIRE EQUIPMENT MODIFICATION REQUEST**

16 <u>CAL FIRE X NUMBER</u>	<b><i>LICENSE NUMBER</i></b>
17 <u>MANUFACTURER</u>	18 <u>YEAR MODEL</u>
19 <u>ASSIGNED LOCATION</u>	20 <u>RADIO NUMBER</u>

***JUSTIFICATION FOR MODIFICATION***

**Must be accompanied by pictures or diagrams which show the following:  
Cost, Performance Efficiency and improved safety, per Mobile Equipment  
Management Procedures Handbook 6820**


REQUESTED BY

<b><i>Unit Fleet Manager</i></b>	<b><i>Date</i></b>
<b><i>Unit Chief</i></b>	<b><i>Date</i></b>
<b><i>Region Fleet Manager</i></b>	<b><i>Date</i></b>
<b><i>Senior Fleet Manager</i></b>	<b><i>Date</i></b>

<b><i>Approved,</i></b> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>YES</span> <span>NO</span> </div>	<b><i>Comments</i></b>
--	------------------------

***MODIFICATIONS CAN ONLY BE APPROVED BY AN AUTOMOTIVE FLEET MANAGER***

Submit through appropriate staff for the type of modification. Reference Mobile Equipment Management Procedures Handbook 6820 for routing.

**EXHIBIT D  
CAL FIRE ME 104**

**Please see following pages.**

**Portable Equipment Daily Report** (Motorized non-self propelled equipment)

ME 104 PERP/ARB (Rev. 4/11) (Chip er, MKU en Ines, Welder, Com ressor, Cement Mixer, etc.

ASSIGNED LOCATION						MONTH		YEAR	
LICENSE				CALFJRE NO. X		Air Quality Registration Number			
Previous month ending mileage / hours				NOTE Daily Safety Inspection Procedure is shown on the reverse side of this form					
DATE	End of Oay Location	Starting Meter Hrs	Ending Meter Hrs	Total Hrs	Total Usage* Yai'ds/Hr-Tons/Hr- Pounds/Hr	GALS, FUEL Bulk Card		FUEL TYPE	DRIVER'S CERTIFICATION SIGNATURE
1									
2						a	\$		
3						U	f		
4						L	A		
5						U	f		
6							E		
7						f			
8						U	r-		
9						ft	h		
10						t	.E		
11							L.		
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31									

Total days used

Total hours Total usage/debris

Toted fuel gals

\*Total Usage= Amount of debris produced per day in yards, pounds, or tons

End of day location: 1=En route 2=State Facility  
3=On incident

Fuel Type: 1=Gas 2=Diesel 3=LfG  
4=CGN (Compressed Nature Gas) 5=E-85 (Ethanol

At the end of each month total columns and ensure they are entered into the Fleet automated Page 207 of 374

system. Submit hard copy to the Unit Fleet Manager or the proper unit program

•



**THIS FORM MUST BE KEPT ON FILE FOR 5 YEARS**

(It must be accessible to the Air Resources Board Executive Officer or Local Air Quality Districts upon their Request)

**DAILY EQUIPMENT REPORT**  
**PRE-USE VEHICLE SAFETY INSPECTION**

CERTIFICATION OF SAFETY INSPECTION: By signing his/her name in the "Driver's Safety Inspection Certification Signature" block on this form, the driver certifies that he/she has performed all of the safety inspection checks listed below, and that any problems affecting Safety have been repaired prior to operating the vehicle each day. Remaining problems must be documented on form ME-14 and routed as necessary to accomplish repairs.

**Equipment**

1. Visually Inspect Tires for Wear and check for proper Inflation.
2. Check wheels, lug nuts, brakes and brake components (where applicable).
3. Turn Signals, Brake Lights, Clearance Lights (where applicable).
4. Check All Fluid Levels, Oil, Water, and Hydraulics.
5. Fire Extinguisher, First Aid Kit, Accident Forms, Vehicle Registration.
6. Properly Secure Outriggers When Disconnected From Tow Vehicle.
7. Check Rubber Flaps, on shroud cover and the In-Feed Chute (chippers).
8. Check Discharge Spout for Damage (chippers).

**Personnel Safety**

1. While running, check Quick-Stop and Reverse-Feed Controls.
2. Ensure All Bystanders are Clear of Area before Starting Power Unit.
3. Ensure proper PPE is used (i.e. hard hats, protective eye wear, correct shoes, hearing protection, etc.).
4. Use Proper LPP's For All Personnel Running this Equipment.

**CAUTION !! ONLY TRAINED PERSONNEL SHOULD BE**  
**OPERATING THIS PIECE OF EQUIPMENT.**

## **EXHIBIT E**

### **INSURANCE REQUIREMENTS**

Part of the Agreement through which the State makes a temporary transfer of the Module is the agreement on the part of the ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of the Module, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead agreeing to hold CAL FIRE harmless from any personal injury or property damage claims arising out of the maintenance, use, or operation of the Module.

#### **Liability Insurance**

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

<b>BODILY INJURY and PROPERTY DAMAGE LIABILITY</b>	<b>\$2,000,000.00</b>	<b>PER</b>
<b>OCCURENCE</b>		

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the Module including serial numbers and CAL FIRE X numbers for each piece of equipment in the Module.

#### **Physical Damage Insurance**

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the Module. The State will look to your organization for reimbursement for repair or replacement cost in the event the Module is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God, and conditions over which your organization has no control.

**Description of Equipment in Module**

**AIR CURTAIN BURNER**

\_\_\_\_\_

**VALUE**

**\$106,253.00**

Serial Number: \_\_\_\_\_

CAL FIRE X Number: \_\_\_\_\_

**AIR CURTAIN BURNER**

\_\_\_\_\_

**VALUE**

**\$106,253.00**

Serial Number: \_\_\_\_\_

CAL FIRE X Number: \_\_\_\_\_



## PLUMAS COUNTY SOLID WASTE MEMORANDUM

---

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

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** January 21, 2025

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

---

**Recommendation:**

The Director of Public Works respectfully recommends that the Board vote to authorize the chair to sign the attached agreement, approved as to form by County Counsel.

**Background and Discussion:**

In August of 2024, Cal-Fire informed Public Works staff that Cal-Fire possessed an air curtain burners available for loan to public agencies for the disposal of green waste. Public Works and Cal-Fire staff then cooperated to create an agreement that would establish the terms for the County's temporary use of the air curtain burner.

Additionally, Public Works and InterMountain Disposal staff coordinated to create an agreement, that would allow InterMountain Disposal to operate the on-loan air curtain burner on Plumas County's behalf. The attached agreement, approved as to form by County Counsel, establishes the terms for IMD's operation of the air curtain burner loaned to Plumas County. IMD accepts all responsibility and will pay for all fuel and other operational costs associated with the air curtain burner.

**Action:**

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

**Fiscal Impact:**

No impact to General Fund. Public Works.

**Attachments:**

1. 20250115145419

**PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION**

**1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268**

*Sean Graham, Solid Waste Program Manager; Robert Thorman, P.E., Director of Public Works*

**A SOLID WASTE DISPOSAL AGREEMENT BETWEEN THE COUNTY OF PLUMAS,  
CALIFORNIA AND INTERMOUNTAIN DISPOSAL, INC. PERTAINING TO THE  
OPERATION OF AIRCURTAIN BURNERS LOANED TO PLUMAS COUNTY BY THE  
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

This Agreement ("Agreement") is made and entered into by and between the County of Plumas, California, a political subdivision of the state of California (hereinafter referred to as "County"), and InterMountain Disposal, Inc., a California Corporation (hereinafter referred to as "Contractor"). County and Contractor are each a "Party" under this agreement, and collectively the "Parties"

**RECITALS**

- A. County operates a solid waste program, subject to the regulatory oversight of CalRecycle.
- B. County desires to enter into an agreement with the California Department of Forestry and Fire Protection ("Cal Fire"), wherein the Cal Fire will loan County an air curtain burner for the efficient disposal of green waste in Plumas County, a copy of which is attached to this Agreement as Attachment "A" and made part of the Agreement by this reference.
- C. The parties desire to provide certain services and duties in accordance with the terms and conditions herein.

**FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN  
EXCHANGED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

**1. TERM**

**1.1 Effective Dates**

This Agreement shall be effective commencing on the date this Agreement is signed by both parties hereto (the "Effective Date") through March 31, 2027 (the "Term"), unless terminated sooner as provided herein. In addition, this Agreement shall not be effective unless and until CalFIRE provides its written consent to this Agreement.

Page 1 | 6

Clerk

## 1.2 Termination

Notwithstanding the provisions of Paragraph 1.1 above, either Party may terminate this Agreement upon notice in writing to the other Party of not less than 6 months prior to the effective date of such termination.

## 2. SCOPE OF SERVICES

### 2.1 Duties of Contractor

Contractor shall be responsible for operating, maintaining and fueling the provided Air Curtain Burner ("Burner"), consistent with all the provisions and requirements of Attachment "A", attached hereto, and shall assume any liability for damage sustained to the Burner during the Term. Furthermore, Contractor shall follow all safety and fire prevention procedures required by Cal Fire during operation of the Burner. Contractor shall hold County harmless for any damages caused to persons or property resulting from failure to follow required safety and fire prevention procedures. Contractor shall be responsible for communicating with Cal Fire regarding the status of operations involving the Burner during the Term of Agreement

### 2.2 Duties of County

County Shall be responsible for any necessary reporting to Cal Fire regarding operation of the Burner.

## 3. REPORT OF OPERATION

Contractor shall report to the County upon request, any data requested by Cal Fire regarding operation of the Burner.

## 4. AMENDMENTS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

## 5. NOTICES

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below:

### **COUNTY**

Director of Public Works  
County of Plumas  
1834 East Main Street  
Quincy, California, 95971

### **CONTRACTOR**

InterMountain Disposal, Inc.  
Attn: Richard Ross  
185 North Beckwith Street  
Portola, California, 96122

The address to which communication may be delivered under this Agreement may be changed by a notice given in accordance with this Section.

## 6. SERVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

## 7. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

## 8. NO OBLIGATIONS TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to, nor shall it create, any right in any person, firm, corporation or entity, other than in the Parties hereto, including

but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of Plumas County.

#### 9. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California. This agreement is the result of the joint efforts of both parties and their attorneys. This agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

#### 10. ASSIGNMENT/DELEGATION

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

#### 11. DISPUTE RESOLUTION


Should any dispute arise between the Parties, concerning the terms of this Agreement, the Parties shall meet and attempt to amicably resolve the dispute ("Informal Resolution"). Such meeting shall be held no later than ten (10) days (not including weekend days or holidays) after one Party receives written notice from the other stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, a dispute shall be handled through a Court having appropriate jurisdiction.



IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated:

**COUNTY**

By: \_\_\_\_\_  
Kevin Goss, Chair of the board of Supervisors  
Date: 21 JAN 2025

ATTEST  
By:   
Allen Hiskey, Clerk of the board of Supervisors  
Date: 21 JAN 2025

**INTERMOUNTAIN DISPOSAL, INC.**

By: \_\_\_\_\_  
Ricky Ross, Chief Executive Officer  
Date:

By: \_\_\_\_\_  
Richard Ross, Secretary  
Date:

**AGREEMENT FOR  
TEMPORARY ASSIGNMENT OF MODULE**

**THIS AGREEMENT**, entered this September day of 20, 2024, by and between the Department of Forestry and Fire Protection, hereinafter "**CAL FIRE**" acting by and between its duly appointed and qualified Director and Plumas County Public Works acting by and through its duly appointed, qualified and acting, officers, hereinafter called "**ASSIGNEE**"; referred to collectively as "parties" and individually as "party."

**W I T N E S S:**

**WHEREAS**, the State of California has purchased air curtain burners, wheel loaders and compact track loaders and deployed them in groups (Modules) for the purpose of responding to tree mortality in furtherance of the Governor's Proclamation of a State of Emergency, dated October 30, 2015.

**WHEREAS CAL FIRE** is authorized to assign these Modules to impacted counties throughout the State under written agreements to be staged for **CAL FIRE** purposes and for use by impacted counties for the purposes described below; now, therefore.

**IT IS HEREBY MUTUALLY AGREED** between the parties as follows:

1. ASSIGNMENT. **CAL FIRE** hereby transfers possession to **ASSIGNEE** and **ASSIGNEE's** hereby accepts possession from **CAL FIRE** of the specific equipment identified in the Module, as provided in Exhibit A to this Agreement, to remove and process wood waste locally in high hazard zones. Exhibit A shall be incorporated by reference into this Agreement. When being utilized by **ASSIGNEE**, the equipment identified in the Module shall be used solely to process vegetation that is deemed hazardous vegetation that must be removed. The specific equipment of the Module identified in Exhibit A may by mutual agreement of **CAL FIRE** and **ASSIGNEE** be changed during the term of this Agreement.
2. TERM. The term of this Agreement shall be for a one-year period unless terminated pursuant to the terms of this Agreement. The term of this Agreement may be extended for an additional one (1) year period upon written mutual consent of the parties.
3. CONSIDERATION. Consideration for this Agreement is the mutual benefit the parties will enjoy by having the Module locally available for use as provided in this Agreement.
4. HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT. During the term of this Agreement, **ASSIGNEE** agrees to adequately house, staff, and operate the Module at its sole cost and expense except as otherwise expressly provided in this Agreement. The Module shall be housed on property of the **ASSIGNEE**, or property **ASSIGNEE** has

a right to use, in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage. The Module shall be maintained in such condition that it is available for immediate use and at the same standard as other apparatuses operated by **ASSIGNEE**, as outlined in Pamphlet 6805, which shall be attached to each piece of equipment in the Module. A copy of Pamphlet 6805 is attached as Exhibit B to this Agreement, which shall be incorporated by reference.

a. During certain times, **CAL FIRE** may provide 48 hours written notice to **ASSIGNEE** that it intends to operate the Module in lieu of operators hired and managed by **ASSIGNEE**. During such time that **CAL FIRE** operates the Module, **CAL FIRE** shall be deemed to be in sole possession of the Module and shall be solely responsible for its condition, maintenance, repair, and use, including any and all injury to person or property that may result from such its maintenance, repair, and use.

b. All maintenance and repairs greater than \$1,500 shall be the responsibility of **CAL FIRE**, unless in the judgment of **CAL FIRE** the need for repair results from misuse or negligence on the part of **ASSIGNEE** in the maintenance or use of the Module, in which event the cost of each such item of repair shall be the responsibility of **ASSIGNEE**. In no event shall **ASSIGNEE** arrange for repairs without first obtaining written authorization from **CAL FIRE**.

c. **ASSIGNEE** must request from **CAL FIRE**, in writing, permission to make any and all changes to the assigned Module using the "Modification Request Form," a copy of which is attached as Exhibit C to this Agreement, which shall be incorporated by reference. Furthermore, **ASSIGNEE** shall not make modifications, changes, adjustments, or additions, including decals or stickers, to the Module without prior written approval from **CAL FIRE**.

5. INSPECTION OF MODULE. **ASSIGNEE** agrees that representatives of **CAL FIRE** and other authorized State personnel may inspect the Module at any time with 24 hours notice by phone, email or FAX. For purposes of this Section, **CAL FIRE** shall notify **ASSIGNEE** as follows:

Name : Rob Thorman  
PHONE:530-283-6495  
FAX:  
EMAIL: [robthorman@countyofplumas.com](mailto:robthorman@countyofplumas.com)

6. STAFFING. Reasonable and continual efforts shall be made so that the Module is consistently and regularly utilized by designated personnel. If at any point during the term of this Agreement staffing is inadequate to operate the Module for an extended period of time, the **ASSIGNEE** shall notify **CAL FIRE**.

7. TRAINING. Personnel designated by **ASSIGNEE** shall not operate any piece of equipment of the assigned Module unless they have completed the specific training required for each piece of equipment. **CAL FIRE** shall provide the training to the personnel designated by **ASSIGNEE**. **CAL FIRE** will work with **ASSIGNEE** to determine the qualifications needed for each operator and shall provide **ASSIGNEE** with a list of

qualifying or disqualifying factors in writing before **ASSIGNEE** begins the selection process. **CAL FIRE** will maintain a list of qualified operators who have completed the required training.

8. RELOCATION. **CAL FIRE** shall transport and provide all movement of the Module. This includes any movement of an air curtain burner and relocation of other pieces of the Module. **ASSIGNEE** shall make written requests to **CAL FIRE** if relocation of the Module is needed. **CAL FIRE** reserves the right to immediately dispatch, direct the dispatch of, or temporarily reassign the Module, or any piece of equipment thereof, whenever, in the opinion of the Director of **CAL FIRE** or his representatives, the Module, or any piece of equipment thereof, is essential to the protection of life and property in another jurisdiction or in the best interest of the State. If this determination is made, relocation will be immediate and the need to provide written notice in Section 14a below does not apply.

9. SITE CONDITIONS. Reasonable use of an air curtain burner shall only occur when the Unit Chief of the **CAL FIRE** Unit where the site is located, or his or her designee, has completed an inspection of the site and verified it is appropriate for an air curtain burner operation.

10. REPORTS AND RECORDS. **ASSIGNEE** shall maintain daily and monthly reports on the details of Module use on the **CAL FIRE** ME104 Form, a copy of which is attached as Exhibit D to this Agreement, which shall be incorporated by reference. All reports shall be sent to **CAL FIRE** on a monthly basis or as often as requested by **CAL FIRE**.

11. REPORT OF ACCIDENTS AND DAMAGE. **ASSIGNEE** shall immediately notify **CAL FIRE** by phone following any and all accidents involving the Module and any time damage occurs to the Module.

12. INDEMNIFICATION. **ASSIGNEE** shall defend, indemnify, and hold harmless **CAL FIRE**, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of **ASSIGNEE**, its officers, agents, or employees. The duty of **ASSIGNEE** to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes **ASSIGNEE's** right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

13. INSURANCE PROTECTION.

a. **ASSIGNEE** agrees to furnish evidence of insurance protecting the legal liability of the **ASSIGNEE** and **CAL FIRE** for liability and/or property damage with a combined single limit of \$2,000,000.00 per occurrence, by means of a Certificate of Insurance naming the State of California as Additional Insured. Said certificate shall contain an Agreement by the insurance company that it will not cancel said policy

without 15 days prior written notice to **CAL FIRE** and that **CAL FIRE** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the Module including serial numbers and **CAL FIRE** X number.

b. In the event the **ASSIGNEE** is self-insured, **ASSIGNEE** in lieu of a certificate of insurance shall furnish **CAL FIRE** a written statement of such fact.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, **ASSIGNEE** is responsible for returning the Module to original standard at the direction of **CAL FIRE** consistent with Section 4 of this Agreement. The description of the Module and the necessary amount of insurance required is outlined in attached Exhibit E, which is by this reference made a part of this Agreement.

14. TERMINATION OF AGREEMENT.

a. Either party may terminate this Agreement upon thirty (30) days written notice to the other party, or **ASSIGNEE** may relinquish or **CAL FIRE** may repossess, any portion of the Module upon like notice to the other party, except that **CAL FIRE** may repossess any portion of the Module without written notice whenever it deems the same is not being maintained in accordance with this Agreement.

b. Upon the termination of this Agreement, **ASSIGNEE** agrees to return said Module in the same condition as received, excepting reasonable wear and tear, acts of God, and conditions over which it has no control.

c. Nothing in this Agreement shall be construed to create a new property interest or right of action for **ASSIGNEE**.

15. UNAUTHORIZED USE OF CAL FIRE MODULE. Use of the Module other than as specified in Paragraph 1 will be considered a breach of this Agreement. Additionally, no sub-assignment of any piece of equipment in the Module is allowed.

16. CEQA. If required, **ASSIGNEE** shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document, if required for the activity, must be provided to **CAL FIRE** before any activity that may directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.) begins.

17. BURN PERMIT. All necessary burn permits must be received before any use of the air curtain burner may occur.

18. AIR QUALITY PERMITS. All necessary air quality permits must be received before any use of the air curtain burner may occur.

19. NOTICES. All correspondence and notices required or contemplated other than in

Sections 5, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid, and addressed as follows: To the **ASSIGNEE** Plumas County Chair Supervisor Kevin Goss 520 Main Street, Room 309, Quincy, CA, 95971, and to the CAL FIRE Unit Chief Eric Ewing at Lassen Modoc Unit 697-345 Highway 36 Susanville CA 96130. The address to which notices shall or may be mailed to either party shall or may be changed by written notice given by such party to the other, but nothing herein contained shall preclude the giving of any such notice by personal service.

20. ALTERATION. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

21. WAIVER. **CAL FIRE** may in its sole discretion and for such good cause as it determines waive in writing, in whole or in part, any requirement of this Agreement that any piece of the Module shall be maintained in operating condition, or repaired, or replaced, provided that any such waiver shall be applicable only to the specific equipment of the Module to which it refers.

22. JURISDICTION AND VENUE. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in the Agreement. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement upon the date first above written.

**ASSIGNEE:**

**CAL FIRE:**

---

**Kevin Goss**  
Plumas County Chair  
Plumas County Supervisor  
District 4

---

**Eric Ewing**  
Unit Chief, Lassen Modoc

**Attest:**

---

**Allen Hiskey**  
Plumas County Clerk of the Board

## EXHIBIT A

### AIR CURTAIN BURNER'S

#### *Serial Number*

1. 456D72416GND4080

2. 20FDN16620

3. 20FDN16626

4. J3R02264

5. J3R02265

6. 456D72411GNAA4058

7. 456D72414GND4078

8. S20FDN16626

9. 456D72410GND4075

10. J3R02261

11. S20FDN16618

When available the Assignee will retain one of the following units per this agreement.

REMARKS: \_\_\_\_\_  
ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT B**  
**Pamphlet 6805**

**Please see following pages.**



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## **24-HOUR EMERGENCY ROADSIDE SERVICE**

In the event of a breakdown of a state vehicle (one ton or lighter) on a public street or highway, or a public parking garage, within the State of California, the OFA offers emergency 24-hour roadside service through the contracted State of California Automobile Club.

Services include:

- Mechanical first aid.
- Battery service.
- Tire change.
- Gasoline, oil, and water delivery.
- Lockout – does not include key making or locksmith service.
- Towing.

In the event of such an emergency, state drivers shall:

- Call the designated phone number, and;
- Provide year, make, model, and color of vehicle and the California Official State Fuel Credit Card account number to the contracted State of California Automobile Club operator.

For further information regarding the 24-hour emergency roadside service, refer to California Official Fuel Card.

## **CALIFORNIA OFFICIAL STATE FUEL CARD**

The California Official State Fuel Credit Card is used for the following services:

- Purchase of fuel at authorized contract vendors.
- Purchase of a battery, tire, tube, spark plug, fan belt, wiper blades, radiator cap or gas tank cap **in emergencies only.**
- Oil changes at Office of Fleet Administration approved vendors;
- 24-hour Emergency Roadside Service.

### MOBILE EQUIPMENT VEHICLE DATA

License \_\_\_\_\_ X \_\_\_\_\_ PM Group \_\_\_\_\_  
Make \_\_\_\_\_ Chassis Model \_\_\_\_\_ Year \_\_\_\_\_  
Serial No. \_\_\_\_\_  
Eng. Mfr/Model \_\_\_\_\_ Crankcase Cap. Qts. \_\_\_\_\_  
Coolant Capacity Qts. \_\_\_\_\_ Water Filter \_\_\_\_\_  
Air Filter (Primary) \_\_\_\_\_ (Secondary) \_\_\_\_\_  
Fuel Filter (Primary) \_\_\_\_\_ (Secondary) \_\_\_\_\_  
Oil Filter \_\_\_\_\_ Battery Group \_\_\_\_\_  
Tire Size \_\_\_\_\_ Ply Rating \_\_\_\_\_ Pressure \_\_\_\_\_  
Fan Belts \_\_\_\_\_ P/S Belt \_\_\_\_\_  
Alternator Belt \_\_\_\_\_ Air Comp. Belt \_\_\_\_\_  
Other Belts \_\_\_\_\_  
Transmission Type \_\_\_\_\_ Serial No. \_\_\_\_\_  
Diff. Type and Ratio \_\_\_\_\_  
Buildup Mfg \_\_\_\_\_ CDF Model \_\_\_\_\_  
Date \_\_\_\_\_ Placed \_\_\_\_\_ in \_\_\_\_\_ Service \_\_\_\_\_

#### PUMP UNIT DATA

Pump Make (Main) \_\_\_\_\_ Model \_\_\_\_\_  
CDF Rating \_\_\_\_\_ GPM @ 150 PSI Serial # \_\_\_\_\_  
Pump Make (Aux.) \_\_\_\_\_ Model \_\_\_\_\_  
CDF Rating \_\_\_\_\_ GPM @ 150 PSI Serial # \_\_\_\_\_  
Aux Pump engine Mfg \_\_\_\_\_ Model \_\_\_\_\_  
Crankcase Cap. \_\_\_\_\_ Qts. Cooling Cap. \_\_\_\_\_ Qts.  
Oil Filter \_\_\_\_\_ Air Filter \_\_\_\_\_  
Fan Belts \_\_\_\_\_ Other Belts \_\_\_\_\_

	Front Axle	Rear Axle	Trailer Axle's	Total
EMPTY				
LOADED				

## This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

## ACCIDENT PROCEDURE GUIDE

---

Render reasonable assistance to the injured, effect traffic control until officer arrives.

- A. Advise nearest Department of Forestry and Fire Protection Emergency Command Center of:
  - 1. Accident and location.
  - 2. Extent of injuries and/or property damage.
  - 3. Need for ambulance, traffic control, tow truck, etc.
- B. Obtain names and addresses of witnesses.
- C. Complete Form 269 and exchange required information with other driver or property owner.
- D. *Do not* discuss accident with anyone except:
  - 1. Investigating Officer.
  - 2. Your Supervisor.
  - 3. Authorized State Officers.
  - 4. State Insurance Adjuster.
- E. Compile information to complete Form 270. Refer to current Form 269 for reporting contact phone numbers.

All motor vehicle accidents involving a state-owned vehicle or any vehicle being used on state business must be reported within 48 hours to the Office of Risk and Insurance Management, utilizing Std. Form 270, Report of Vehicle Accident. If the accident resulted in bodily injury or significant property damage to a non-state party, the accident must be reported by a preliminary copy of the Std. Form 270. If an accident involving bodily injury or significant property damage occurs on a weekend, refer to contact number on form 269.

For reporting purposes, an accident is defined as one that involves a state-owned vehicle (or non state-owned vehicle operated by a state employee while on state business) where there is damage caused to the person or property of another. If the state-owned vehicle was damaged during an event involving no other party, it should be reported to the ORIM if the damage to the state vehicle is more than \$1,000.

---

### EVIDENCE OF FINANCIAL RESPONSIBILITY

This vehicle is owned or leased by the State of California, a public entity, and operated by employees or agents of the State: California Vehicle Code Section 16028, subsection (b) (1) (d) states that ownership or lease of a vehicle by a public entity establishes evidence of financial responsibility.

## PREVENTIVE MAINTENANCE AND REPAIR OF MOBILE EQUIPMENT

---

### INTRODUCTION

This Pamphlet is a regular component of the Department of Forestry and Fire Protection Issuance System. Instructions set forth herein must be regarded as specific directives emanating from the Director.

### GOAL

It shall be the goal of the preventive maintenance and repair program to provide a safe, efficient, dependable fleet of mobile equipment in a cost effective manner.

### POLICY

It shall be the policy of the Department of Forestry and Fire Protection to maintain each piece of mobile equipment in a condition consistent with the work it is expected to perform. This shall be accomplished through the intelligent application of a uniform preventive maintenance program and in accordance with all state fiscal requirements. Repairs shall be made and parts replaced as necessary to keep the equipment functional, with priority being given to those items contributing to safety.

**Mobile equipment shall not be altered or modified except as outlined in Chapter 6820 MODIFICATIONS, and approval for such modification or alteration is granted in writing by the appropriate level.**

Regular inspections of all mobile equipment shall be made as outlined in the preventive maintenance procedure and record. Accurate records shall be maintained of maintenance and repairs on all mobile equipment. As far as possible, major repairs shall be scheduled during the time of least expected activity for each type (e.g. fire apparatus during winter period; construction equipment during summer), thus reducing the possibility of breakdown during its active period.

## ADMINISTRATIVE RESPONSIBILITY

### DIRECTOR

The Director's Mobile Equipment Management Section will assist the **Region Fleet Managers in setting up a uniform maintenance and repair program adjusted to local conditions.** To determine program effectiveness, periodic staff inspections will be made of all types of mobile equipment. Maintenance and repair guidelines will be provided and frequently reviewed for adjustments to meet the field needs. Information on the maintenance and operation procedures for all specialized equipment, service bulletins, and other literature, which will aid the field, will be disseminated and kept current. Assistance (coordinated by Training Officer) shall be provided to the field in organizing and conducting training programs on maintenance and repair procedures.

### REGION

The Region Chief shall be responsible for managing the mobile equipment within the Region. The Region Fleet Manager shall administer the maintenance and repair program in accordance with established guidelines. Periodic inspections of all types of mobile equipment shall be carried out by the Region Fleet Manager. Chronic problems, inadequacy of equipment, recommendations for improvement, or any other items suspected of having statewide implications shall be reported immediately to the Director's office. A repair cost record shall be established and maintained for each piece of mobile equipment within the Region. The Region Fleet Manager shall review requests for all major repairs and provide technical assistance for major repairs in Department of Forestry and Fire Protection and commercial shops. Formal training shall be provided by the Region in the care and operation of all mobile equipment.

## **ADMINISTRATIVE UNIT**

The Unit Administrator shall assume responsibility for the management of all mobile equipment stationed or assigned in that unit. The Unit or Sub-Unit Administrator shall perform and record regularly scheduled administrative inspections on all equipment in the Unit as outlined in this Pamphlet. The Unit Fleet Manager shall perform and record regularly scheduled safety inspections on all equipment in the unit as outlined in this Pamphlet.

The Unit Fleet Manager shall make arrangements for prompt correction of minor deficiencies in order to preclude unnecessary damage. Mechanical problems which appear to have other than local implications or any inadequacies of equipment shall be reported to the Region Fleet Manager. Technical advice and assistance shall be requested from the Region Fleet Manager for repairs having major implications, or which pose a particular problem.

## **INDIVIDUAL RESPONSIBILITY**

Each individual operator of Department of Forestry and Fire Protection mobile equipment has the primary responsibility for the maintenance, care and condition of the unit being used.

PRIOR TO OPERATING A DEPARTMENT OWNED VEHICLE EACH DRIVER IS REQUIRED TO PERFORM AN EQUIPMENT INSPECTION DAILY. WHEN THE DRIVER ENTERS THEIR NAME ON THE ME-101/ME-102 FORM, THE DRIVER IS CERTIFYING THAT THE INSPECTION PROCEDURE HAS BEEN COMPLETED AND THE VEHICLE IS IN SAFE OPERATING CONDITION.

DEFICIENCIES WHICH ARE LIKELY TO AFFECT THE SAFE OPERATION OF THE VEHICLE ARE TO BE DOCUMENTED ON FORM ME-14/DRIVER'S LOG AND CORRECTED BEFORE THE VEHICLE IS OPERATED OTHER THAN TO OBTAIN NEEDED REPAIRS.



## **VEHICLE SAFETY INSPECTION**

In addition to the regular Preventive Maintenance program, Safety Inspections shall be made on every vehicle by the **Unit Fleet Manager annually**.

Safety Inspections shall include, but not be limited to, the following:

- (A) Brake System & Components – including adjustment.
- (B) Cooling System
- (C) Cab and Chassis.
- (D) Electrical System – including all lights.
- (E) Exhaust System
- (F) Fuel System
- (G) Steering System & Suspension System
- (H) Pump, Plumbing, Tank System
- (I) Tires & Wheels
- (J) Vehicle Connecting Devices
- (K) General Appearance
- (L) Road Test

## **COMPLIANCE INSPECTION**

ECT's, CCV'S, FIRE ENGINES and REGULATED VEHICLES (Ref. Vehicle Code 34505.5) shall receive a Safety Inspection every 90 days. Vehicle Safety Inspections will be completed by approved Unit qualified inspectors. In addition to the regular preventive maintenance program and Vehicle Safety Inspection this inspection shall include, but not be limited to, the following:

- (A) Brake Adjustment, refer to Fix-N-Fax # 52
- (B) Brake system components and leaks.
- (C) Steering and suspension systems.
- (D) Tires and wheels.
- (E) Vehicle connecting devices.
- (F) Two-way check valve in dual air systems, alternately draining and recharging primary and secondary air reservoirs.
- (G) All tank mounting brackets.
- (H) All belts and hoses for wear.

**COMPLIANCE INSPECTIONS WILL BE DOCUMENTED ON FORM ME-15.**

## **ADMINISTRATIVE INSPECTION**

In addition to Vehicle Safety Inspections and the regular Preventive Maintenance Program, Administrative Inspections shall be made on every vehicle by the Unit or Sub-Unit Administrator annually.

Administrative inspections shall include, but not be limited to, the following:

- (A) Vehicle Safety Equipment
- (B) Personnel Safety Equipment
- (C) Fire Tools and Equipment – Inventory and Conditions
- (D) Fire Hose – Records and Conditions
- (E) Records – Maintenance and Safety
- (F) General Appearance

## **WARRANTY AND POLICY ADJUSTMENT**

The warranty varies with each manufacturer and a vehicle may carry several warranties, i.e., tires, batteries, engines, etc. Equipment purchased by the Department will *always* carry the standard vehicle warranty and may carry additional time or mileage as a condition of purchase.

Manufacturers may also assume responsibility for equipment beyond warranty periods under policy adjustment procedures. An effort will be made by the Unit Fleet Manager to receive an adjustment wherever there is a failure, beyond standard warranty, apparently caused by faulty workmanship or material.

Repairs on new vehicles should be carefully appraised to insure full benefit of warranty coverage.

### **EQUIPMENT CATEGORIES (GROUP 1, 2 AND 3)**

Three separate preventive maintenance categories have been established due to diversity of equipment and operating conditions, dependent on mileage, use, and time.

- GROUP 1: Light equipment operating under normal highway conditions, and relatively high monthly mileage.
- GROUP 2: All vehicles over 1-1/2 ton and any/all regulated vehicles.
- GROUP 3: Construction and miscellaneous field equipment.

## **MOBILE EQUIPMENT INSPECTION AND SERVICE INTERVALS**

### **1. SAFETY INSPECTIONS**

#### **All Equipment:**

Annually by Unit Fleet Manager.

### **2. COMPLIANCE INSPECTIONS**

#### **Fire Engines, CCV's, ECT's, and Regulated Vehicles (Vehicle Code 34505.5):**

At 90 day intervals by a CDF qualified inspector.

### **3. ADMINISTRATIVE INSPECTIONS**

#### **GROUP 1, 2, 3:**

Annually by Unit or Sub-Unit Administrator

### **4. SERVICE INTERVAL**

A system of complete service and inspections covering all operating components of each vehicle provides the basic preventive maintenance tool. These inspections and corrective action are designed for an emergency fleet where use dictates maintenance levels at a much higher degree than conventional oil change and lubrication intervals.

**"B" SERVICE:** Group 1 & 2 – 6,000 miles or 6 months, whichever occurs first.

**"C" SERVICE:** All Vehicles – 24,000 miles or 12 months  
whichever occurs first.

**GROUP 3:** Manufacturer's recommendation, annually or 320 hours.

**SERVICE INTERVALS MAY BE ADJUSTED AS NECESSARY FOR OPERATIONAL  
CONDITIONS WITH APPROVAL OF UNIT FLEET MANAGER.**

## **INSPECTION AND SERVICE INTERVALS (CONT.)**

### **WATER TANK (Fire Engine)**

#### **ALL TANKS:**

Shall be inspected internally every four (4) years and prior to expiration of warranty period.

#### **ANODE:**

Replace anodes annually.

#### **Record in Tank Section.**

### **WINTER STORAGE:**

Drain all Pumps, Valves, Water Tank and Plumbing as needed.

**MOBILE EQUIPMENT  
FIRE ENGINE, CREW VEHICLE  
AND OTHER REGULATED VEHICLES**

**DAILY INSPECTION PROCEDURE**

**CHECK:**

1. Engine compartment– Fluid Levels, (oil, coolant, etc.)
2. Radiator, Hoses, Belts, Wires, etc.
3. Lights – High, Low, Turn, Park, Clearance, Stop, Code 3
4. Brake Adjustment, Drums, Brake Chambers, Hoses, Brake Lining
5. Steering Components
6. Wheel, Tires, Lug Nuts, Axle Nuts
7. Suspension, Springs, Shackles, Shocks
8. Driveline and U-Joints
9. Batteries
10. Fuel level
11. Fire Extinguisher, First Aid Kit, Accident Forms, Vehicle Registration
12. Emergency Reflectors and Tire Tools.
13. Ember Protection Screens

**IN CAB:**

1. Seats, Seat Belts, Loose Items, Horn, Rear View Mirrors
2. Windshield, Wiper Blades, Side and Rear Glass
3. Clutch, Accelerator & Brake Pedals
4. Brake System
  - a. Compressor Cut In and Cut Out Procedures
  - b. Low Pressure Warning & Gauges
  - c. Check Air Loss (engine off):
    - i. Parking Brake Applied & Released
    - ii. Brakes applied – Parking Brake Released
  - d. Check Emergency / Parking Brake Operation
5. Hydraulic Brakes, Check Operation with Foot Pedal Application
6. Drive Vehicle 10 Feet, Apply Brakes, Check Operation

## **DAILY INSPECTION PROCEDURES (cont.)**

### **FIRE ENGINES**

Also Check:

1. Water Level in the Tank
2. Tools, Nozzles, Torch, Chain Saw, Floto Pump
3. Valves Operation, Pressure Relief Valve Operation
4. Primer Operation, Primer Oil Level
5. Aux Engine - Check Fluid Levels (oil, coolant, etc.)
6. Aux Engine - Starting and Operation
7. Foam Reservoir Level

### **TRANSPORT/SEMI & 3 AXLE VEHICLE/HAZMAT HAULERS**

Also Check:

1. Trailer Coupling Devices, Fifth Wheel
  - a. Lower and Upper Mountings
2. Air and Electric Connectors
3. Frame and Cross Members
4. Placarding and Shipping Papers
5. Chains and Binders

### **CREW VEHICLES (CCV's, ECT's, 12-Passenger Vans)**

Also Check:

1. Rear Door & Entry Steps
2. Seats, Seat Belts, Upholstery, Seat Backs
3. Emergency Openings & Instructions
4. Windows and Latches
5. Loose Items Not Allowed
6. Passenger Door Alarm & Intercom or Window

## **MOBILE EQUIPMENT PREVENTIVE MAINTENANCE INSTRUCTIONS**

Inspections covered by these instructions include pump engines where applicable and will be recorded as one unit.

### **“B” SERVICE**

**GROUP 1 AND 2** – 6,000 miles or 6 months, whichever occurs first.

All items in Daily Inspection, plus the following:

1. **OIL DRAIN / OIL FILTER REPLACEMENT:** Drain main engine, auxiliary engine, and pump gear boxes which use oil. Fill crankcase and gear boxes with correct type and grade of oil.

**Note:** Use manufacturer’s specifications for proper lubricants.

2. **AIR CLEANER:**

(A) With Air Restriction Gauge: Inspect / replace as per restriction gauge reading.

(1) 25” hg or

(2) Indicator in “RED”.

(B) Gauge Operational Test:

(1) Run engine at 1500 RPM. With hood open, slowly seal air inlet at air cleaner housing. Observe gauge reading. Gauge is operational when reading increases.

(C) Ember Protection Screen

3. **FUEL SYSTEM:**

(A) Service water separator as per manufacturer’s recommendations.

(B) Change fuel filters annually or more often under severe conditions.

4. **LUBRICATION**

(A) Lubricate all grease fittings.

5. **WHEEL LUG NUTS**

(A) Torque wheel nuts (stud piloted & hub piloted) to manufacturer’s specifications.



## **“C” SERVICE**

**GROUP 1, 2 AND 3 – 24,000 miles or annually, whichever occurs first.**

**To be performed under the direction of the Unit Fleet Manager.**

**Note:** Use manufacturer’s specifications for proper lubricants.

1. **WHEEL BEARINGS:** Clean, inspect and repack wheel bearings as necessary. Check wheel seals for leaks or damage. Perform at intervals recommended by the manufacturer or more often under severe conditions.
2. **BRAKES:** Examine brake lining and drums, pads and rotors, wheel cylinders, master cylinder, brake booster, Accumulock (where applicable), parking brake cable, and parking brake lining. Inspect “S” cam, shaft, and bushings for wear, inspect wedge assemblies and air brake chambers and repair as required. Inspect all brake components and repair as required. Inspect and/or adjust all brakes.
3. **STEERING KNUCKLE and U-JOINTS 4-WHEEL DRIVE:** Clean, inspect, repack bearings, lubricate and replace seals as recommended by the manufacturer or more often under severe conditions.
4. **TRANSMISSION/TRANSFER CASE:** Drain and refill with manufacturer’s specified lubricant. Replace synthetic fluids/filters at manufacturer’s recommended interval.
5. **DIFFERENTIALS:** Drain and refill with manufacturer’s specified lubricants. Synthetic lubricants to be changed at manufacturer’s recommended intervals. Check fluid for contamination.
6. **FINAL DRIVES:** Service as per the manufacturer’s recommendations or as conditions dictate.
7. **DRIVE LINES and U-JOINTS:** Clean, inspect, lubricate or replace as per manufacturer’s recommendations or as severity of conditions dictate.
8. **ENGINE TUNE-UP:** Check emission control systems and repair as required for vehicle compliance. Major engine tune-up to be performed as conditions dictate or as per the manufacturer’s preventive maintenance recommendations. Check fuel delivery systems; clean, overhaul or adjust as required. Replace fuel filters annually or as conditions dictate. Adjust valves as per manufacturer’s recommendation.

### **“C” SERVICE (cont.)**

9. **COOLING SYSTEM:** Examine radiator, hose connections, coolant recovery tank and water pump for leaks. Check fan belt for wear and adjustment. Clean radiator core (external) if dirty. Examine radiator pressure cap. Check condition of coolant. Examine automatic transmission heat exchanger oil lines for leaks or damage. Change coolant filter, if so equipped.

**Identify and use manufacturer recommended coolant when replacing coolant. Replace coolant at manufacturer's recommended interval.**

10. **PUMPS:** Test fire pumps for volume and pressure and record in pump records section as per NFPA 1911 specifications.
11. **PUMP GEAR CASES:** Drain, service, and refill with correct lubricant to the proper level.
12. **CHELSEA BOX:** Drain, service, and refill with correct lubricant to the proper level.
13. **FIRE PLUMBING:** Pressurize the fire plumbing with air to 125 PSI to test the system for leaks in the discharge valves and suction valves. Repair all leaks as required.
14. **AIR FILTER GAUGE:** Test for operation.
15. **EMBER SCREENS:** Inspect for mounting security and screen condition.
16. **SMOG INSPECTION / OPACITY TESTING:** Perform smog and opacity inspections as per State Regulatory Agencies. Record in smog/opacity section.
17. **SPECIALIZED EQUIPMENT:**
- (1) Helitender:
    - Annually inspect as per California Vehicle Code 34060 and record in tank section.
  - (2) Personnel Lift/Crane:
    - Quarterly and Annually and record in maintenance section.

[illegible]

[illegible]

[illegible]

## NFPA 1911

### FIRE PUMP TEST PROCEDURE

Check all fluid levels prior to starting test.

- Test 1.** Dry Pump Vacuum Test  
Drain tank and main pump
- Test 2.** Priming Test  
Water level in test pit maximum 10' lift
- Test 3.** 100% Capacity @ 150 PSI (20 minutes)  
Pressure/Volume valve in volume position
- Test 4.** Overload/Spurt Test  
Increase pump discharge pressure to 165 PSI
- Test 5.** Pressure Control Device Test @ 150 PSI
- Test 6.** Pressure Control Device Test @ 90 PSI
- Test 7.** 70% Capacity @ 200 PSI (10 minutes)  
Pressure/Volume valve in volume position
- Test 8.** 50% Capacity @ 250 PSI (10 minutes)  
Pressure/Volume valve in pressure position
- Test 9.** Pressure Control Device Test @ 250 PSI
- Test 10.** Tank to Pump Flow Test  
Tanks 300 to 750 gallons

#### End of Test

1. Check engine for fluid leaks
2. Complete worksheet
3. Turn-in worksheet to Unit Fleet Manager

## MOBILE EQUIPMENT FIRE PUMP TEST RECORD

Actual volume and pressure may vary from CDF rating dependent on available power and plumbing arrangement.

Pump Volume @ 150 psi

[illegible]

Contact Unit Fleet Manager for Pump Records

## MOBILE EQUIPMENT TANK INSPECTION RECORD

Department of Forestry and Fire Protection requires all fire engine manufacturers to warranty water tanks to be free from defects in material and workmanship. This warranty period will vary between manufacturers, but will always be a Forestry required minimum of five (5) years, starting with date placed in service. The warranty includes tank coatings as used on mild steel tank interiors to prevent rust and corrosion.

New fire engine water tanks shall be thoroughly inspected just prior to the expiration of the warranty period and every four (4) years thereafter.

All Tanks: Remove lid, inspect for condition of tank coating, loose baffles, damaged strainers, and sediment. Clean, repair coating as required and record tank condition.

NAME	DATE	GENERAL CONDITION	REPAIRS MADE



V - OK X - REPAIRS MADE O - REPAIRS NEEDED	Name/Date	Mileage															
<b>"B" SERVICE</b>																	
1 BRAKE ADJUSTMENT																	
2 STEERING COMPONENTS																	
3 TIRES & WHEELS																	
4 BATTERY																	
5 EXHAUST SYSTEM																	
6 COOLING SYSTEM																	
7 FUEL SYSTEM																	
8 ELECTRICAL SYSTEM																	
9 CLUTCH																	
10 ENGINE																	
11 CAB & CHASSIS																	
12 LUBRICATION																	
13 BRAKE COMPONENTS																	
14 DRIVELINE COMPONENTS																	
15 SUSPENSION COMPONENTS																	
16 OIL/FILTER - MAIN																	
17 OIL/FILTER - AUX																	
18 AIR FILTER - MAIN																	
19 AIR FILTER - AUX																	
20 EMBER SCREEN																	
<b>"C" SERVICE REPLACE FLUIDS AS PER OEM RECOMMENDATION</b>																	
1 WHEEL BEARING-SEALS																	
2 FUEL FILTER - MAIN																	
3 FUEL FILTER - AUX																	
4 TRANSMISSION																	
5 DIFFERENTIAL																	
6 TUNE-UP																	
7 CONNECTING DEVICES																	
8 PUMPS (FIRE)																	
9 PUMP CASES																	
10 AUX TRANS / TRANS CASE																	
11 HYDROSTAT FLUID																	
12 HYDROSTAT FILTERS																	
13 COMPLETE ME-107 / ME-15																	

## MOBILE EQUIPMENT REPAIR RECORD

[illegible]

**EXHIBIT C**  
**Modification Request Form**

**CAL FIRE EQUIPMENT MODIFICATION REQUEST**

16 <u>CAL FIRE X NUMBER</u>	<b><i>LICENSE NUMBER</i></b>
17 <u>MANUFACTURER</u>	18 <u>YEAR MODEL</u>
19 <u>ASSIGNED LOCATION</u>	20 <u>RADIO NUMBER</u>

***JUSTIFICATION FOR MODIFICATION***

**Must be accompanied by pictures or diagrams which show the following:  
Cost, Performance Efficiency and improved safety, per Mobile Equipment  
Management Procedures Handbook 6820**


REQUESTED BY

<b><i>Unit Fleet Manager</i></b>	<b><i>Date</i></b>
<b><i>Unit Chief</i></b>	<b><i>Date</i></b>
<b><i>Region Fleet Manager</i></b>	<b><i>Date</i></b>
<b><i>Senior Fleet Manager</i></b>	<b><i>Date</i></b>

<b><i>Approved,</i></b> <div style="display: flex; justify-content: space-around; font-size: small;"> <span>YES</span> <span>NO</span> </div>	<b><i>Comments</i></b>
--	------------------------

**MODIFICATIONS CAN ONLY BE APPROVED BY AN AUTOMOTIVE FLEET MANAGER**

Submit through appropriate staff for the type of modification. Reference Mobile Equipment Management Procedures Handbook 6820 for routing.

**EXHIBIT D  
CAL FIRE ME 104**

**Please see following pages.**

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

**Portable Equipment Daily Report** (Motorized non-self propelled equipment)

ME 104 PERP/ARB (Rev. 4/11) (Chip er, MKU en Ines, Welder, Com ressor, Cement Mixer, etc.  
ASSIGNED LOCATION MONTH YEAR

LICENSE				CALFJRE NO. X		Air Quality Registration Number			
Previous month ending mileage / hours				NOTE Daily Safety Inspection Procedure is shown on the reverse side of this form					
DATE	End of Day Location	Starting Meter Hrs	Ending Meter Hrs	Total Hrs	Total Usage* Yards/Hr-Tons/Hr-Pounds/Hr	GALS, FUEL Bulk Card		FUEL TYPE	DRIVER'S CERTIFICATION SIGNATURE
1									
2						a	\$		
3						U	f		
4						L	A		
5						h	f		
6							E		
7						r			
8						U	r-		
9						ft	g		
10						t	E		
11							L.		
12									
13							C		
14							A		
15							R		
16							D		
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									

Total days used

Total hours Total usage/debris Toted fuel gals

\*Total Usage= Amount of debris produced per day in yards, pounds, or tons

End of day location: 1=En route 2=State Facility  
3=On incident

Fuel Type: 1=Gas 2=Diesel 3=LfG  
4=CGN (Compressed Nature Gas) 5=E-85 (Ethanol)

At the end of each month total columns and ensure they are entered into the Fleet automated

system. Submit hard copy to the Unit Fleet Manager or the proper unit program

**THIS FORM MUST BE KEPT ON FILE FOR 5 YEARS**

(It must be accessible to the Air Resources Board Executive Officer or Local Air Quality Districts upon their Request)

**DAILY EQUIPMENT REPORT**  
**PRE-USE VEHICLE SAFETY INSPECTION**

CERTIFICATION OF SAFETY INSPECTION: By signing his/her name in the "Driver's Safety Inspection Certification Signature" block on this form, the driver certifies that he/she has performed all of the safety inspection checks listed below, and that any problems affecting Safety have been repaired prior to operating the vehicle each day. Remaining problems must be documented on form ME-14 and routed as necessary to accomplish repairs.

**Equipment**

1. Visually Inspect Tires for Wear and check for proper Inflation.
2. Check wheels, lug nuts, brakes and brake components (where applicable).
3. Turn Signals, Brake Lights, Clearance Lights (where applicable).
4. Check All Fluid Levels, Oil, Water, and Hydraulics.
5. Fire Extinguisher, First Aid Kit, Accident Forms, Vehicle Registration.
6. Properly Secure Outriggers When Disconnected From Tow Vehicle.
7. Check Rubber Flaps, on shroud cover and the In-Feed Chute (chippers).
8. Check Discharge Spout for Damage (chippers).

**Personnel Safety**

1. While running, check Quick-Stop and Reverse-Feed Controls.
2. Ensure All Bystanders are Clear of Area before Starting Power Unit.
3. Ensure proper PPE is used (i.e. hard hats, protective eye wear, correct shoes, hearing protection, etc.).
4. Use Proper LPP's For All Personnel Running this Equipment.

**CAUTION !! ONLY TRAINED PERSONNEL SHOULD BE**  
**OPERATING THIS PIECE OF EQUIPMENT.**

## EXHIBIT E INSURANCE REQUIREMENTS

Part of the Agreement through which the State makes a temporary transfer of the Module is the agreement on the part of the ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of the Module, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead agreeing to hold CAL FIRE harmless from any personal injury or property damage claims arising out of the maintenance, use, or operation of the Module.

### Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

**BODILY INJURY and PROPERTY DAMAGE LIABILITY      \$2,000,000.00      PER  
OCCURENCE**

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the Module including serial numbers and CAL FIRE X numbers for each piece of equipment in the Module.

### Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the Module. The State will look to your organization for reimbursement for repair or replacement cost in the event the Module is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God, and conditions over which your organization has no control.



Description of Equipment in Module

AIR CURTAIN BURNER

VALUE

\$106,253.00

Serial Number: \_\_\_\_\_

CAL FIRE X Number: \_\_\_\_\_

AIR CURTAIN BURNER

VALUE

\$106,253.00

Serial Number: \_\_\_\_\_

CAL FIRE X Number: \_\_\_\_\_

ATTACHMENT A  
Agreement with CalFIRE



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Nick Collin, Facilities Director  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Approve and authorize Board Chair to waive fees for the Quincy Chamber of Commerce for use of the Courthouse grounds and Dame Shirley Plaza for their annual Groundhog Fever Festival on Saturday, February 1, 2025.

---

**Recommendation:**

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

**Background and Discussion:**

The Quincy Chamber of Commerce is holding their annual Groundhog Fever Festival on Saturday, February 1, 2025 and they respectfully request that the fees be waived for use of the Courthouse and Dame Shirley Plaza. This is a community event and the Quincy Chamber of Commerce receives little to no financial benefit from holding the event.

**Action:**

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

**Fiscal Impact:**

There is minimal impact to the General Fund by waiving fees for this event - \$160 in lost revenue for waiving the fees.

**Attachments:**

1. Fee Waiver Request



*"Heart of Feather River Country"*

PO Box 215  
Quincy, CA 95971  
(530) 394-0541

[membership@quincychamber.com](mailto:membership@quincychamber.com) • [www.quincychamber.com](http://www.quincychamber.com)

January 6<sup>th</sup>, 2025

Plumas Co. Board of Supervisors  
520 Main Street  
Quincy, CA 95971

Re: Groundhog Fever Festival

Honorable Supervisors,

We are seeking your permission for the use of the Courthouse lawn and Dame Shirley Plaza for the Groundhog Fever Festival scheduled for Saturday, February 1, 2025 from 11:00 a.m. – 3:00 p.m. Setup would generally begin around 8:00 a.m. and tear down should be completed by 4:00 p.m.

We are also asking permission for a waiver of the Courthouse and Dame Shirley Plaza facility use fees as this is a community event with little to no financial benefit to the Quincy Chamber of Commerce.

Please contact me if you have any questions or if you need additional information.

Respectfully,

Brianna Swofford  
Event Coordinator



**PLUMAS COUNTY  
CLERK OF THE BOARD OF SUPERVISORS  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Dwight Ceresola, Supervisor - District 1  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Approve and authorize Chair to sign a Letter of Recommendation to the United States Fish and Wildlife Service, and the California Fish and Wildlife for Lt. Michael Beals.

---

**Recommendation:**

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

**Background and Discussion:**

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

**Action:**

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

**Fiscal Impact:**

No General Fund Impact, Letters of Recommendation only.

**Attachments:**

1. LT. Mike Beal LOS USF&W
2. LT. Mike Beal LOS CDF&W



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

**DWIGHT CERESOLA**  
DISTRICT 1 SUPERVISOR

**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

January 21, 2025

Chief Arnold  
United States Fish and Wildlife Service  
National Wildlife Refuge System  
Division of Refuge Law Enforcement  
5275 Leesburg Pike MS:NWRS  
Falls Church, VA 22041-3803

Subject: Appointment of Assistant Chief - Law Enforcement Division

Dear Chief Arnold:

It is the distinct pleasure of the Plumas County Board of Supervisors to write this letter of recommendation for Lt. Mike Beals to be considered promoted to Assistant Chief of your law enforcement division.

A native of Sierra County, Lt. Beals is a product of the small community of Sierra City, and with his childhood there, truly understands the resources your agency is charged with protecting. We on this board have watched his career with your agency, first as a warden, then his presence on 'Wild Justice', and then his promotion to Lieutenant with the agency.

He was raised in a family that sees public service as a noble calling, and he takes his oath of office as a peace officer seriously. With his rural background and understanding of the geography that supports both the fish and wildlife resources that your agency manages, we can think of no one with a better understanding of both the agency's responsibilities and the challenges it faces.

We also believe he's an excellent candidate to liaison with the local law enforcement agencies that your personnel work with.

Should you have any questions or need further information from us, please do not hesitate to contact us. All the best with this decision,

Most sincerely,

Kevin Goss  
Chair, Plumas County Board of Supervisors



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

**DWIGHT CERESOLA**  
DISTRICT 1 SUPERVISOR

**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

January 21, 2025

Director Carlton Bonham  
California Department of Fish and Wildlife  
1416 Ninth Street  
Sacramento, CA 95814

Subject: Appointment of Assistant Chief - Law Enforcement Division

Dear Director Bonham:

It is the distinct pleasure of the Plumas County Board of Supervisors to write this letter of recommendation for Lt. Mike Beals to be considered promoted to Assistant Chief of your law enforcement division.

A native of Sierra County, Lt. Beals is a product of the small community of Sierra City, and with his childhood there, truly understands the resources your agency is charged with protecting. We on this board have watched his career with your agency, first as a warden, then his presence on 'Wild Justice', and then his promotion to Lieutenant with the agency.

He was raised in a family that sees public service as a noble calling, and he takes his oath of office as a peace officer seriously. With his rural background and understanding of the geography that supports both the fish and wildlife resources that your agency manages, we can think of no one with a better understanding of both the agency's responsibilities and the challenges it faces.

We also believe he's an excellent candidate to liaison with the local law enforcement agencies that your personnel work with.



Should you have any questions or need further information from us, please do not hesitate to contact us. All the best with this decision,

Most sincerely,

Kevin Goss  
Chair, Plumas County Board of Supervisors



**PLUMAS COUNTY  
ASSESSOR'S OFFICE  
MEMORANDUM**

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

**FROM:** Cindie Froggatt, Plumas County Assessor

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

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

**Background and Discussion:**

Effective December 2024, our Property Tax Assessment Specialist II was promoted to an Appraiser II. The Department is requesting to fill this vacancy.

**Action:**

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

**Fiscal Impact:**

This position is funded as allocated in the FY24/25 County Assessor's budget.

**Attachments:**

1. CRITICAL STAFFING QUESTIONS Prop Tax Asmt Tech, Spec 2025
2. Job Desc - Property Tax Assessment Spec I
3. Job Desc - Property Tax Assessment Spec II
4. ORGANIZATIONAL CHART-2025

## Property Tax Assessment Specialist I/II

### QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?  
*Yes! The Assessor's Office has historically had one to two Part-time/Extra help positions. Both of these positions fall at the same tier of the office organizational chart. The recent retirement of the Assessor prompted the Appointed Assessor to review the office structure and consider leadership development for long term succession planning. This position will not result in an increase in total FTEs for the office.*
- Why is it critical that this position be filled at this time?  
*The retirement and promotion of long term members of the management team prompted a the need of another person in the front office. This position will fill the need of another technical employee in the front office.*
- How long has the position been vacant?  
*The position has been vacant since the promotion of the Property Tax Assessment Specialist II to Appraiser II in December 2024. This position will not result in an increase of total FTEs for the office.*
- Can the department use other wages until the next budget cycle?  
*Yes.*
- What are staffing levels at other counties for similar departments and/or positions?  
*Plumas County appraisal staffing is at the higher end of the range in terms of similar counties, however overall staffing is at the lower end of the range. Plumas County is in the higher end of the range as far as work load, which justifies the larger appraiser allocation. Plumas County is among the lowest in overall staffing. This is in part due to the Property Tax Specialist positions that have been shed in recent years due to budget reductions.*
- What core function will be impacted without filling the position prior to July 1?  
*The inner workings of the office will be impacted as far as keeping our valuation process up to date and allowing the Department to close the taxroll accurately and on time. This position has already been included in the 2024-2025 budget process.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? *The position has already been included in the 2024-2025 budget process.*

- 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? 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, other than pending assessment appeals.*
- 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? *The Assessor's Office is a General Fund Department*
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? *The Assessor's Office does not have a reserve fund.*

## CRITICAL STAFFING COMMITTEE REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: January 6, 2025

DEPARTMENT TITLE: Assessor 20060

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: Assessor 20060

POSITION TITLE: Property Tax Asmt Specialist I/II

IS POSITION CURRENTLY ALLOCATED? YES XX NO

<b>For Committee use only</b>
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Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
\_\_\_\_\_ Not Recommended

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

## **PROPERTY TAX ASSESSMENT SPECIALIST I**

### **DEFINITION**

Under general supervision to perform specialized accounting and statistical recordkeeping in connection with the maintenance and processing of the property tax rolls; to assist the public or other county staff with specialized department procedures; to provide a variety of information regarding department policies and procedures; to perform a variety of special recordkeeping work and office support assignments; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry and first working level in the Property Tax Assessment Specialist series; Incumbents learn to perform a variety of financial, statistical, assessment roll, or other fiscal specialized recordkeeping work. They are also required to provide specialized and technical public assistance.

### **REPORTS TO**

Department Fiscal Officer or Assessor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None

**Property Tax Assessment Specialist I - 2**

**EXAMPLES OF DUTIES**

- Learn to perform a wide scope of complex and specialized technical assessment and statistical recordkeeping work.
- Develop and maintain statistics for the preparation of State and County reports; interpret and apply Federal, State and County codes, procedures and rules in preparing and processing the property tax rolls.
- Identify and resolve a variety of complex account and statistical recordkeeping problems.
- Process and maintain information on secured, unsecured and supplemental tax rolls.
- Review maps, legal descriptions and evaluate a variety of information for accuracy, compliance, and completeness.
- Provide specialized public assistance regarding assessment roll information, aid in the preparation of assessment forms and assist the public in the use of office reference tools.
- Perform a variety of office assistance assignments.
- Provide information to others; operate office equipment and computers.

**TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

**TYPICAL WORKING CONDITIONS**

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

**KNOWLEDGE OF**

- Methods, practices and terminology of financial and statistical recordkeeping.
- Laws, rules and regulations governing the maintenance of fiscal assessment tax records.
- Government Codes, California Revenue and Taxation Codes, Plumas County Codes.
- Basic principles and terminology of accounting.
- Policies, procedures and programs of the Plumas County Assessor's Office.
- Good public relations techniques.
- Modern office methods and procedures.

**Property Tax Assessment Specialist I - 3**

**ABILITY TO**

- Perform a variety of complex and technical specialized assessment and statistical recordkeeping work.
- Read and understand codes, statutes and information related to assessment and statistical recordkeeping work.
- Gather and organize data and information.
- Prepare assessment and statistical reports.
- Make mathematical calculations quickly and accurately.
- Work with computerized assessment and special information systems and use a computer for assessment and statistical recordkeeping work.
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the work areas where assigned.
- Establish and maintain cooperative working relationships.
- Work with timelines and interruptions.
- Maintain confidentiality of records.

**TRAINING AND EXPERIENCE**

Two years of previous experience in performing assessment, statistical recordkeeping, technical support, public assistance work comparable to that of a Fiscal and Technical Services Assistant II with Plumas County.

**SPECIAL REQUIREMENT**

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



## **PROPERTY TAX ASSESSMENT SPECIALIST II**

### **DEFINITION**

Under general supervision to perform specialized accounting and statistical recordkeeping in connection with the maintenance and processing of the property tax rolls or other fiscal records; assist the public or other county staff with specialized department procedures; to provide a variety of information regarding department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the journey level in the Property tax Assessment Specialist series. Incumbents have responsibility for performing the most advanced and complex property tax assessment, or other fiscal specialized recordkeeping requiring substantial work background and experience in the area of assignment. They are also required to provide specialized and technical public assistance. This class is distinguished from Property Tax Assessment Specialist I by the performance of more complex assignments.

### **REPORTS TO**

Department Fiscal Officer or Assessor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None

**Property Tax Assessment Specialist II - 2**

**EXAMPLES OF DUTIES**

- Serve as a technical resource for other County departments and agencies.
- Performs a wide scope of complex and specialized technical assessment and statistical recordkeeping work.
- Maintain statistics for the preparation of State and County reports; interpret and apply Federal, State and County codes.
- Procedures and rules in preparing and processing the property tax rolls.
- Identify and resolve a variety of complex assessment and statistical recordkeeping problems.
- Analyze and research for accuracy a variety of complex recorded legal documents that change ownership on secured and unsecured property.
- Research and evaluate any problems effecting title to property; compile and maintain assessment records for boats, classify, compute and determine assessed values.
- Compile, analyze and process recorded documents for mining claims.
- Compute and determine value for assessment, maintain records, work with Bureau of Land Management to track all mining claims; process and maintain all assessment regarding mobiles homes, working with the Department of Housing and Community Development to maintain current ownership and location.
- Process and maintain assessed values for the secured, unsecured and supplemental tax rolls.
- Compile, analyze and process records and recorded documents for parcel splits and combinations.
- Compile, maintain and process all assessment exemptions which include homeowners, totally disabled veterans and, working with State Board of Equalization, to provide religious and welfare exemptions.
- Analyze, research and process all corrections to the secured, unsecured and supplemental tax rolls.
- Analyze and process all business property statements, compute and value for business personal property tax assessment, maintain and track all business property records.
- Operates office equipment and computers.

**Property Tax Assessment Specialist II - 3**

**TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

**TYPICAL WORKING CONDITIONS**

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

**KNOWLEDGE OF**

- Methods, practices and terminology of financial and statistical recordkeeping.
- Laws, rules and regulations governing the maintenance of fiscal assessment tax records.
- Government Codes, California Revenue and Taxation Codes, Plumas County Codes.
- Basic principles and terminology of accounting.
- Policies, procedures and programs of the Plumas County Assessor's Office.
- Good public relations techniques.
- Modern office methods and procedures.

**ABILITY TO**

- Perform a variety of complex and technical specialized assessment and statistical recordkeeping work.
- Read and understand codes, statutes and information related to assessment and statistical recordkeeping work.
- Gather and organize data and information.
- Prepare assessment and statistical reports.
- Make mathematical calculations quickly and accurately.
- Work with computerized assessment and special information systems and use a computer for assessment and statistical recordkeeping work.
- Deal tactfully and courteously with the public and other staff when explaining the functions and policies of the work areas where assigned.
- Establish and maintain cooperative working relationships.
- Work with timelines and interruptions.
- Maintain confidentiality of records.

**Property Tax Assessment Specialist II - 4**

**TRAINING AND EXPERIENCE**

Two years of previous experience in performing assessment, statistical recordkeeping, technical support, public assistance work comparable to that in an Assessor's Office.

**SPECIAL REQUIREMENT**

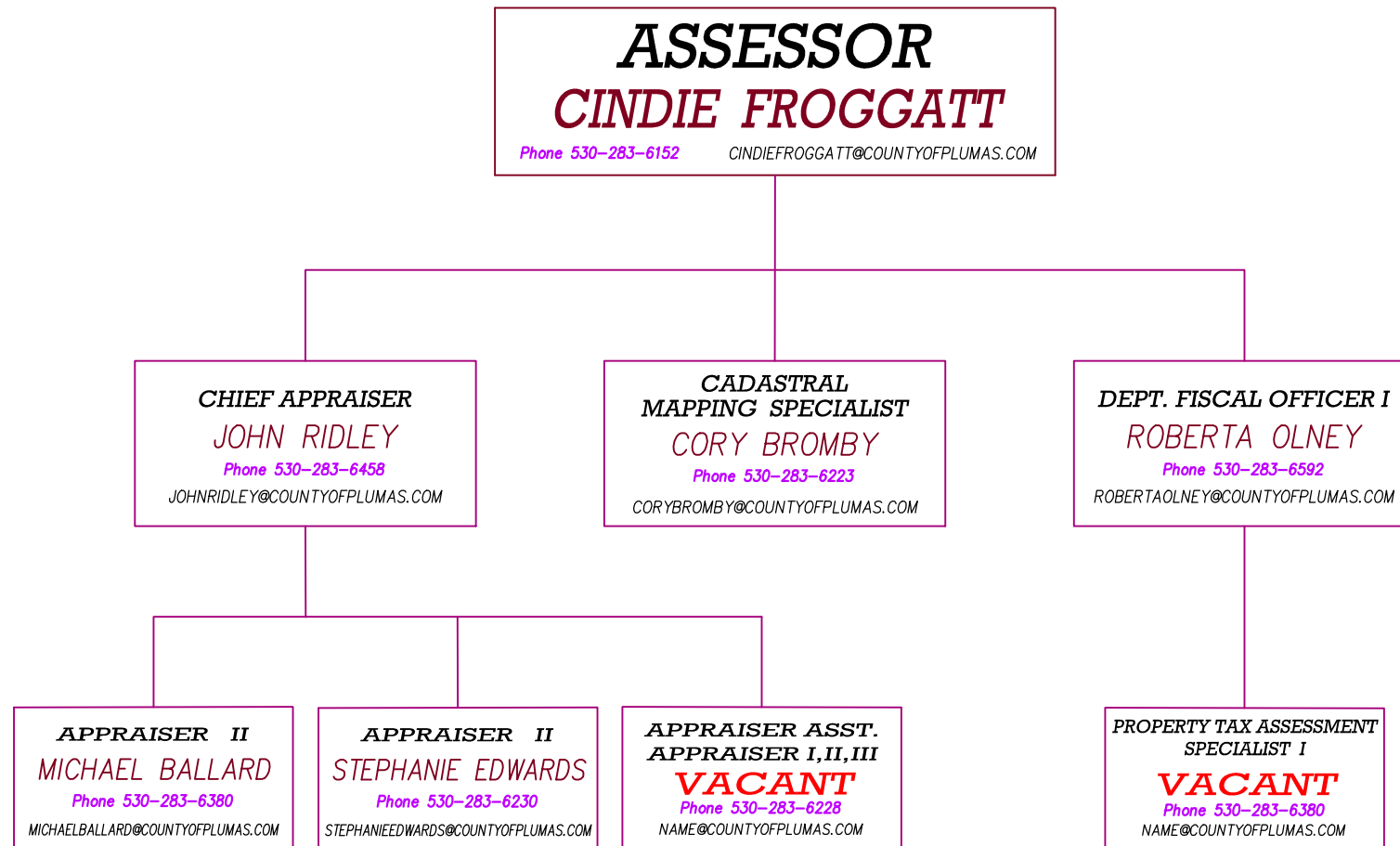
Must possess a valid driver's license at the time of application and a valid California Driver's license by the time of appointment. The valid California license must be maintained throughout employment.

# 2025

## ASSESSOR'S OFFICE ORGANIZATIONAL CHART

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**PLUMAS COUNTY  
ASSESSOR'S OFFICE  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Cindie Froggatt, Plumas County Assessor  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Adopt **RESOLUTION** Rescinding the Resolution Allowing Information Required by Taxation and Revenue Code Section 619, to be Posted to the Assessor's Internet Website; General Fund Impact of approximately \$2,500 a year for the County in terms of materials and employee time as the revocation will require a mailing for all relevant increases; approved as to form by County Counsel; discussion and possible action. Roll call vote

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**Recommendation:**

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

**Background and Discussion:**

The Board of Supervisors acknowledges that there is widespread dissatisfaction with the current process of notifying assesses via website as opposed to via mail.

**Action:**

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

**Fiscal Impact:**

Will increase the General Fund by approximately \$2,500 per year.

**Attachments:**

1. 4649 FINAL

**RESOLUTION NO. 2025- \_\_\_\_\_**

**RESOLUTION RESCINDING THE RESOLUTION ALLOWING  
INFORMATION REQUIRED BY TAXATION AND REVENUE CODE § 619, TO  
BE POSTED TO THE ASSESSOR'S INTERNET WEB SITE**

**WHEREAS**, Tax and Revenue Code § 619 states: "The assessor must inform each assessee of real property on the local secured roll whose property's full value has increased over its full value for the prior year of the assessed value of that property as it will appear on the completed local roll. This notification must include information about hearings by the county board of equalization, the period during which assessment protests will be accepted, and the place where they may be filed. Additionally, it must include an explanation of the stipulation procedure set forth in Section 1607 and the manner in which the assessee may request use of this procedure.". This notification must be provided by regular United States mail to the assessee's latest known address; and,

**WHEREAS**, effective January 1, 2011, section § 621 of the Tax and Revenue Code was amended to provide: "In any county the assessor, with the approval of the board of supervisors, may give the information required by Section 619, and similar information with reference to personal property, as an alternative to giving the information by United States mail, by having published lists of assessments in newspapers, or by posting the information to the assessor's Internet Web site, or any combination of the above."; and,

**WHEREAS**, Board of Supervisors provided for notice of an assessee whose property's full value has increased over its full value for prior year via website by unanimously passing resolution 12-7780 in on May 1. 2012 in accordance with Tax and Revenue Code § 621; and,

**WHEREAS**, the Board of Supervisors acknowledges that there is widespread dissatisfaction with the current process of notifying assessees via website as opposed to via mail; and,

**WHEREAS**, the Board of Supervisors acknowledges that by revoking the resolution 12-7780 and complying with the conditions of § 619, this will increase the costs by approximately \$2,500 per year for the County in terms of materials and employee time as the revocation will require a mailing for all relevant increases; and,

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

Board of Supervisors hereby rescinds Resolution No. 12-7780 approved on May 1, 2012, which allowed for the information required by Section 619, and similar information with reference to personal property, as an alternative to giving the information by United States mail, by having published lists of assessments in newspapers, or by posting the information to the assessor's Internet Website.

**BE IT FURTHER RESOLVED,**

That from this time forward, the Assessor's office will comply with the terms and strictures of Section 619 of the Revenue and Taxation Code, will notify assessees via mail at the addressee's last known address, and may no longer rely solely on the exceptions allowed in Section 621.

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 held on the \_\_\_\_ day of \_\_\_\_\_ 2025 by the following vote:

AYES:

NOES:


ABSENT:

ATTEST:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Allen L. Hiskey, Clerk of the Board

Approved as to form:

  
\_\_\_\_\_  
Joshua Brachtel, Attorney  
County Counsel's Office  
Page 280 of 314





**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Chad Hermann, Undersheriff

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

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

**Background and Discussion:**

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

**Action:**

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

**Fiscal Impact:**

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

**Attachments:**

1. 4394 FINAL

## **RESOLUTION NO. 25-**

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

**WHEREAS**, recruitment and retention for Deputy Sheriff I/II positions across the county has been an ongoing challenge for several years; and,

**WHEREAS**, the Plumas County SEA endorses the adoption of a hiring bonus for Deputy Sheriffs

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

**WHEREAS**, this problem is exacerbated by the need to hire and train additional Deputy Sheriffs in order to provide appropriate staffing to patrol all areas of Plumas County

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

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

#### **NOW, THEREFORE, BE IT RESOLVED:**

The Plumas County Board of Supervisors authorizes a temporary law enforcement hiring bonus program to be in effect from January 01, 2025, to December 31, 2025 consisting of hiring bonus payments for the Deputy Sheriff I/II classifications in the following amounts:

1. One-fourth, (1/4), \$2,500.00 paid in the Employee's first payroll check upon completion of a successful background and being hired; and, an additional bonus \$5,000.00 if the applicant is a lateral or possesses a current POST, (basic) certificate.  
One-fourth, (1/4), \$2,500.00 paid in the Employee's payroll check for the first full pay period following successful completion of the field training program and reaching the one-year anniversary of their first year of service; and,  
One-half, (1/2), \$5,000.00 paid in the Employee's payroll check for the first full pay period following the anniversary of their second year of service.
2. The non-pensionable hiring bonus payment shall be paid on the normal County payroll cycle at each of the milestones identified above.
3. The Board of Supervisors finds that there are several public purposes supporting this compensation, including the continued recruitment and retention of competent and skilled government employees, maintaining the County of Plumas's position in the competitive labor market, efficiency of service provision, and the avoidance of potential labor disputes.

4. The Board of Supervisors authorizes the Human Resources Director to resolve any conflict regarding eligibility, disagreement with terms, payment timing or other applicable issues related to this temporary program.
5. The temporary hiring bonus program shall be in effect until December 31, 2025 at which time it will be revisited by the parties.
6. The County shall attempt to recover any bonuses paid for those employees who leave county employment prior to reaching the defined payment milestone. Specific procedures shall be outlined with an agreement signed by the employee prior to receiving any bonus.
7. This hiring bonus is not permitted if the applicant has received a hiring bonus while working as a Plumas County Sheriff's dispatcher or corrections officer.
8. The resolution shall not be precedent setting.

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

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

***Passed and Adopted*** by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on January 21, 2025, by the following Votes:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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Kevin Goss  
Chair, Board of Supervisors

**ATTEST:**

**By:** \_\_\_\_\_  
Allen Hiskey  
Clerk of the Board



# OFFICE OF THE SHERIFF

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

**Todd Johns**

SHERIFF/CORONER DIRECTOR

## **PLUMAS COUNTY SHERIFF'S OFFICE HIRING INCENTIVE SIGNING BONUS AGREEMENT FOR DEPUTY SHERIFF I/II**

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

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

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

**WHEREFORE**, County and Employee agree to the following terms:

1. The Sheriff's Office agrees to bestow upon employee the amount of **\$10,000** or **\$15,000.00** (if POST certified) as a signing bonus following Employee's acceptance of the County's offer to employment, and execution of this agreement, and commencement of employment. The amount shall be paid directly to Employee on Employee's paycheck as follows:
  - One-fourth, (1/4), \$2,500.00 paid in the Employee's first payroll check upon completion of a successful background and being hired; and, an additional bonus \$5,000.00 if the applicant is a lateral or possesses a current POST, (basic) certificate and,
  - One-fourth, (1/4), \$2,500.00 paid in the Employee's payroll check for the first full pay period following successful completion of a CORE academy and reaching the one-year anniversary of their first year of service; and,
  - One-half, (1/2), \$5,000.00 paid in the Employee's payroll check for the first full pay period following the anniversary of their second year of service.

2. The County will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the signing bonus, and the signing bonus shall be reported to the Internal Revenue Service as income on the Employee's form W-2. Unless otherwise required by law, the signing bonus is not considered "salary" and shall not be included for the purposes of retirement benefit calculations or salary increases.
3. Employee understands that satisfactory performance and all required training, probationary period, and work requirements at each phase of Article 1 must be maintained and completed to qualify for future installment payments. Failure to meet all such requirements will result in the forfeiture of future payments.
4. In consideration for the signing bonus provided in Article 1 of this Agreement, Employee agrees to remain employed with the Plumas County Sheriff's Office as a Deputy Sheriff on an allocated full-time basis for at least two years, with a start date between the dates of on January 1, 2025, and December 31, 2025. Should Employee voluntarily fail to remain employed with the Sheriff's Office as a Deputy Sheriff before the above-referenced date, (excluding termination due to reasons beyond employee's control such as death or disability), Employee shall be required to repay, and hereby agrees to repay 50% of the last installment payment they received within the previous year, (365 day) (without reduction of any taxes that were withheld from said sum), and shall forfeit eligibility for and the right to receive the remainder of any future installment payments provided in Article 1.
5. Employee's voluntary failure to remain employed by the Plumas County Sheriff's Office as a Deputy Sheriff for two years, or the termination of the Employee's employment as a result of receiving a disciplinary Order of Termination, will trigger the Employee's duty to repay the amount of the signing bonus pursuant to Article 4 of this agreement and shall result in a forfeiture of the right to receive the remainder of any future payments provided in Article 1. (This amount may be more than the employee received due to tax or other withholdings). Employee agrees to pay the County all sums owed under Article 4 of this agreement within thirty (30) days of termination of their employment. Employee agrees to remit such payment by personal check or money order made payable to "County of Plumas" and delivered to the Plumas County Sheriff's Office, 1400 East Main Street, Quincy, CA. 95971.
6. To the extent permitted by law, the prevailing party shall have the right to collect from the other party its reasonable costs, fees, and necessary disbursements, including but not limited to attorneys and/or collection agency fees, incurred in enforcing this Agreement, as well as interest at the maximum legal rate on the amount owed.
7. Employee understands that all terms and conditions of employment remain unchanged by this Agreement and that this Agreement in no way guarantees

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

8. Employee acknowledges that he/she/they: a) has fully read this agreement; b) has had the opportunity to review it with an advisor or legal counsel; c) understand each of its provisions; and d) enters into it freely, intelligently and voluntarily.
9. If any part of this Agreement is found to be invalid, unlawful, or unenforceable, the other parts will continue in full force and effect and shall remain valid and enforceable, and Employee agrees, represents, and warrants that he/she/they will be held to any applicable and enforceable repayment of the signing bonus.
10. This Agreement between the Plumas County Sheriff's Office and the Employee will not be honored for Employee who has worked in the capacity of a Deputy Sheriff for Plumas County within three (3) years of the new hiring date.
11. This Agreement between the Plumas County Sheriff's Office and the Employee will not be honored if the Employee has already received a hiring bonus as a Plumas County Sheriff's Office dispatcher or corrections officer.
12. This Agreement constitutes the entire agreement between parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties as to such matters. This Agreement may be amended only by written agreement, signed by the parties to be bound to the amendment. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. For such purposes, an executed email or facsimile copy shall be deemed an original. This agreement is governed by the laws of the State of California and is enforceable in the jurisdiction of Plumas County.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head or Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Candidate or Employee Signature

Approved as to form:

  
\_\_\_\_\_  
Sara James, Attorney  
County Counsel's Office



## PLUMAS COUNTY SHERIFFS DEPARTMENT MEMORANDUM

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

**FROM:** Chad Hermann, Undersheriff

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

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

**Background and Discussion:**

The Plumas County Sheriff's Office in continual need to attract, recruit and retain qualified Deputy Sheriff's for patrol within Plumas County. Recruitment and retention of Deputy Sheriff positions across the country has been an ongoing challenge for many years. The need to have a full staff and continual applicants available to cover patrol shifts across the county is vital to public safety needs.

**Action:**

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

**Fiscal Impact:**

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

**Attachments:**

1. Deputy Sheriff Hiring Bonus



**RESOLUTON NO. 25-**

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

**WHEREAS**, recruitment and retention for Deputy Sheriff I/II positions across the county has been an ongoing challenge for several years; and,

**WHEREAS**, the Plumas County SEA endorses the adoption of a hiring bonus for Deputy Sheriffs

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

**WHEREAS**, this problem is exacerbated by the need to hire and train additional Deputy Sheriffs in order to provide appropriate staffing to patrol all areas of Plumas County

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

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

**NOW, THEREFORE, BE IT RESOLVED:**

The Plumas County Board of Supervisors authorizes a temporary law enforcement hiring bonus program to be in effect from January 01, 2025, to December 31, 2025 consisting of hiring bonus payments for the Deputy Sheriff I/II classifications in the following amounts:

1. One-fourth, (1/4), \$2,500.00 paid in the Employee's first payroll check upon completion of a successful background and being hired; and, an additional bonus \$5,000.00 if the applicant is a lateral or possesses a current POST, (basic) certificate.  
One-fourth, (1/4), \$2,500.00 paid in the Employee's payroll check for the first full pay period following successful completion of the field training program and reaching the one-year anniversary of their first year of service; and,  
One-half, (1/2), \$5,000.00 paid in the Employee's payroll check for the first full pay period following the anniversary of their second year of service.
2. The non-pensionable hiring bonus payment shall be paid on the normal County payroll cycle at each of the milestones identified above.
3. The Board of Supervisors finds that there are several public purposes supporting this compensation, including the continued recruitment and retention of competent and skilled government employees, maintaining the County of Plumas's position in the competitive labor market, efficiency of service provision, and the avoidance of potential labor disputes.

4. The Board of Supervisors authorizes the Human Resources Director to resolve any conflict regarding eligibility, disagreement with terms, payment timing or other applicable issues related to this temporary program.
5. The temporary hiring bonus program shall be in effect until December 31, 2025 at which time it will be revisited by the parties.
6. The County shall attempt to recover any bonuses paid for those employees who leave county employment prior to reaching the defined payment milestone. Specific procedures shall be outlined with an agreement signed by the employee prior to receiving any bonus.
7. This hiring bonus is not permitted if the applicant has received a hiring bonus while working as a Plumas County Sheriff's dispatcher or corrections officer.
8. The resolution shall not be precedent setting.

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

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

***Passed and Adopted*** by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on January 21, 2025, by the following Votes:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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Kevin Goss  
Chair, Board of Supervisors

**ATTEST:**

**By:** \_\_\_\_\_  
Allen Hiskey  
Clerk of the Board



# OFFICE OF THE SHERIFF

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

**Todd Johns**

SHERIFF/CORONER DIRECTOR

## **PLUMAS COUNTY SHERIFF'S OFFICE HIRING INCENTIVE SIGNING BONUS AGREEMENT FOR DEPUTY SHERIFF I/II**

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

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

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

**WHEREFORE**, County and Employee agree to the following terms:

1. The Sheriff's Office agrees to bestow upon employee the amount of **\$10,000** or **\$15,000.00** (if POST certified) as a signing bonus following Employee's acceptance of the County's offer to employment, and execution of this agreement, and commencement of employment. The amount shall be paid directly to Employee on Employee's paycheck as follows:
  - One-fourth, (1/4), \$2,500.00 paid in the Employee's first payroll check upon completion of a successful background and being hired; and, an additional bonus \$5,000.00 if the applicant is a lateral or possesses a current POST, (basic) certificate and,
  - One-fourth, (1/4), \$2,500.00 paid in the Employee's payroll check for the first full pay period following successful completion of a CORE academy and reaching the one-year anniversary of their first year of service; and,
  - One-half, (1/2), \$5,000.00 paid in the Employee's payroll check for the first full pay period following the anniversary of their second year of service.

2. The County will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the signing bonus, and the signing bonus shall be reported to the Internal Revenue Service as income on the Employee's form W-2. Unless otherwise required by law, the signing bonus is not considered "salary" and shall not be included for the purposes of retirement benefit calculations or salary increases.
3. Employee understands that satisfactory performance and all required training, probationary period, and work requirements at each phase of Article 1 must be maintained and completed to qualify for future installment payments. Failure to meet all such requirements will result in the forfeiture of future payments.
4. In consideration for the signing bonus provided in Article 1 of this Agreement, Employee agrees to remain employed with the Plumas County Sheriff's Office as a Deputy Sheriff on an allocated full-time basis for at least two years, with a start date between the dates of on January 1, 2025, and December 31, 2025. Should Employee voluntarily fail to remain employed with the Sheriff's Office as a Deputy Sheriff before the above-referenced date, (excluding termination due to reasons beyond employee's control such as death or disability), Employee shall be required to repay, and hereby agrees to repay 50% of the last installment payment they received within the previous year, (365 day) (without reduction of any taxes that were withheld from said sum), and shall forfeit eligibility for and the right to receive the remainder of any future installment payments provided in Article 1.
5. Employee's voluntary failure to remain employed by the Plumas County Sheriff's Office as a Deputy Sheriff for two years, or the termination of the Employee's employment as a result of receiving a disciplinary Order of Termination, will trigger the Employee's duty to repay the amount of the signing bonus pursuant to Article 4 of this agreement and shall result in a forfeiture of the right to receive the remainder of any future payments provided in Article 1. (This amount may be more than the employee received due to tax or other withholdings). Employee agrees to pay the County all sums owed under Article 4 of this agreement within thirty (30) days of termination of their employment. Employee agrees to remit such payment by personal check or money order made payable to "County of Plumas" and delivered to the Plumas County Sheriff's Office, 1400 East Main Street, Quincy, CA. 95971.
6. To the extent permitted by law, the prevailing party shall have the right to collect from the other party its reasonable costs, fees, and necessary disbursements, including but not limited to attorneys and/or collection agency fees, incurred in enforcing this Agreement, as well as interest at the maximum legal rate on the amount owed.
7. Employee understands that all terms and conditions of employment remain unchanged by this Agreement and that this Agreement in no way guarantees

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

8. Employee acknowledges that he/she/they: a) has fully read this agreement; b) has had the opportunity to review it with an advisor or legal counsel; c) understand each of its provisions; and d) enters into it freely, intelligently and voluntarily.
9. If any part of this Agreement is found to be invalid, unlawful, or unenforceable, the other parts will continue in full force and effect and shall remain valid and enforceable, and Employee agrees, represents, and warrants that he/she/they will be held to any applicable and enforceable repayment of the signing bonus.
10. This Agreement between the Plumas County Sheriff's Office and the Employee will not be honored for Employee who has worked in the capacity of a Deputy Sheriff for Plumas County within three (3) years of the new hiring date.
11. This Agreement between the Plumas County Sheriff's Office and the Employee will not be honored if the Employee has already received a hiring bonus as a Plumas County Sheriff's Office dispatcher or corrections officer.
12. This Agreement constitutes the entire agreement between parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties as to such matters. This Agreement may be amended only by written agreement, signed by the parties to be bound to the amendment. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. For such purposes, an executed email or facsimile copy shall be deemed an original. This agreement is governed by the laws of the State of California and is enforceable in the jurisdiction of Plumas County.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head or Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Candidate or Employee Signature

Approved as to form:

  
\_\_\_\_\_  
Sara James, Attorney  
County Counsel's Office



## PLUMAS COUNTY HUMAN RESOURCES DEPARTMENT MEMORANDUM

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

**FROM:** Cyndi Tweedle, Human Resources Analyst II

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

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

**Background and Discussion:**

The Behavioral Health Director requested that a new classification be created to align with new California state requirements for drug & alcohol counselor certification. In addition, since the new Substance Use Disorder (SUD) Counselor is paid on a lower scale than the Behavioral Health Therapist, she requested that any reference to drug and alcohol rehabilitation services be removed from the Therapist Classification. She also requested a compensation study be performed for all of these positions to assist in recruiting for the new classification and the Therapist series which has been difficult to recruit in recent years.

**Classification Descriptions:**

The Behavioral Health Director provided a base classification description for the SUD Counselor I/II positions. This was standardized according to Plumas County templates and validated with comparison to peer county classification descriptions and found to agree with the State Certification Agencies' requirements.

As a point of emphasis, the services provided by these job classifications are mandated by the State of California and if not approved, the Behavioral Health Division will not have the appropriate subject matter expertise to meet state mandates.

**Action:**

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

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. 4439 BH SUD Resolution FINAL

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**APPROVE RESOLUTION ADOPTING NEW PLUMAS COUNTY BEHAVIORAL HEALTH  
SUBSTANCE USE DISORDER COUNSELOR I JOB CLASSIFICATION, BASE WAGE OF  
\$25.69/HOUR AND BEHAVIORAL HEALTH SUBSTANCE USE DISORDER COUNSELOR II  
JOB CLASSIFICATION, BASE WAGE \$28.55/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 updated and attached in Exhibit A the job classification for Behavioral Health Substance Use Disorder Counselor I, base wage of \$25.69/hour; and

**WHEREAS**, the Acting Human Resources Director has updated and attached in Exhibit B the job classification for Behavioral Health Substance Use Disorder Counselor II, base wage of \$28.55/hour; and

**WHEREAS**, it is recommended the Behavioral Health Substance Use Disorder Counselor I and II be placed in the General Unit; and

**WHEREAS**, the County has met the meet and confer obligation.

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

- 1) Approve the classification and job description attached as Exhibit A for Substance Use Disorder Counselor I.
- 2) Approve a base wage of \$25.69 for the Substance Use Disorder Counselor I classification.
- 3) Approve the classification and job description attached as Exhibit B for Substance Use Disorder Counselor II.
- 4) Approve a base wage of \$28.55 for the Substance Use Disorder Counselor II classification.

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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 21<sup>st</sup> day of January 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

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KEVIN GOSS, CHAIR, BOARD OF SUPERVISORS

ATTEST:

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ALLEN HISKEY, CLERK OF THE BOARD

Approved as to form:



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Sara James, Attorney  
County Counsel's Office

## EXHIBIT A

PLUMAS COUNTY

APPROVED:

### BEHAVIORAL HEALTH SUBSTANCE USE DISORDER COUNSELOR I

#### **DEFINITION**

Under the supervision of a licensed clinical supervisor, provides substance use and alcohol counseling, case management services, and support to groups and individuals who abuse various substances. Develops and implements education and prevention programming.

#### **DISTINGUISHING CHARACTERISTICS**

This position is an entry-level position in the Substance Use Disorder Counselor class series. It differs from the Substance Use Disorder Counselor II in the level of training and experience that is required. Employees in this class receive training and are given detailed instruction in the performance of routine tasks and perform tasks that are more structured and repetitive than those assigned at the II level. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Most incumbents are expected to promote to the journey level within one to three years of successful performance; however, positions that are limited to duties of a more routine, repetitive nature may be permanently allocated to the I level.

#### **REPORTS TO**

Substance Use Disorder Administrator, Clinician/Supervisor, or designee.

#### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **SUBSTANCE USE DISORDER COUNSELOR I - 2**

### **EXAMPLES OF DUTIES AND RESPONSIBILITIES**

- Conducts initial screenings of potential clients; gathers and assesses relevant background information. Evaluates the severity of client problems and determines the appropriate level of care; formulates treatment and discharge plans.
- Participates in treatment teams, staffing, and professional meetings to discuss client treatment and progress.
- Provides substance use and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders.
- Makes home visits as appropriate, serves clients while in jail and upon their release.
- Conducts group sessions dealing with drug/alcohol education and communication, life skills, relapse prevention, coping and relaxation skills.
- Supports admission procedures for residential programs and discharge.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides and participates in alternative activities and recreational programs for clients.
- Observes and records client behavior; maintains complete case files, ensuring the accurate completion of various required documents, records, and reports within 72 hours of the provision of services 91% of the time.
- Reports documented or suspected abuse and neglect as mandated by law.
- Provides follow-up and after-care services.
- Provides community outreach and education assignments. sessions to schools, various agencies, and community groups.
- Provides case management services.
- Attends training sessions, workshops, and meetings to enhance job knowledge and skills.
- Operates computer and effectively utilizes an Electronic Health Records system.
- Participates in multidisciplinary team meetings with valid written consent from clients to review client caseload, treatment outcomes and recommendations.
- May provide support to ancillary staff.
- Understands State and federal law requiring privacy, confidentiality and security of client records and information.
- Provides crisis interventions services as a part of normal job duties.
- May participate in after hours on-call rotation.
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Performs related work as required.

## **SUBSTANCE USE DISORDER COUNSELOR I - 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 setting, off-site, or client home, continuous contact with staff and the public. This position may require routine driving to locations throughout the county for the performance of work.

### **MATERIAL AND EQUIPMENT USED:**

General Office Equipment  
Computer  
Motor Vehicle

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles, procedures, techniques, and trends in addiction recovery.
- Laws and regulations of the Federal, State, and local governments regarding alcohol/drug use disorders and treatment.
- Theories, causes and interventions of drug and alcohol dependence.
- Techniques and methods used in drug/alcohol abuse counseling, treatment, education, and prevention.
- Theories of normal and abnormal psychology.
- Casework and interviewing techniques.
- Available community resources.
- Modern office practices, methods, and computer equipment.
- Record keeping principles and procedures.
- Computer applications related to work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Leadership concepts and principles.
- Maintain ethical standards.

## **SUBSTANCE USE DISORDER COUNSELOR I - 4**

### **Ability to:**

- Analyze drug/alcohol abuse-related emotional/behavior disorders and carry out effective treatment plans.
- Perform individual and group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and implement effective drug/alcohol education and prevention programs.
- Use independent judgment and discretion in implementing various programs.
- Maintain significant flexibility in daily operations and decision making.
- Read and interpret complex materials pertaining to the responsibilities of the job.
- Assemble and analyze information and prepare written reports and records in a clear, concise manner.
- Work independently and as a team member.
- Use English effectively to communicate in person, over the telephone and in writing.
- 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 equipment and specialized software applications programs.
- React calmly and professionally in emergency, emotional and/or stressful situations.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.

### **TRAINING AND EXPERIENCE:**

#### **Training:**

Equivalent to enrollment in and pursuing completion of a drug and alcohol addiction studies program.

Obtain yearly minimum Continuing Education Units (CEUs) as required by the certifying bodies.

#### **Experience:**

One (1) year of clinical experience is preferred.

## **SUBSTANCE USE DISORDER COUNSELOR 1— 5**

### **Licensing or Certifications:**

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

Requires registration to obtain a State of California certification as an SUD Counselor within six months of date of hire.

Requires possession of a valid State of California registration/certification as an SUD Counselor within five years of the date of registration. Failure to obtain certification as outlined or in maintaining good standing with the certifying body may result in the incumbent becoming disqualified for further employment as an SUD Counselor I.

### **Special Requirements:**

Must possess, or be willing to obtain, national provider identifier (NPI).

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.

## EXHIBIT B

PLUMAS COUNTY

APPROVED:

### BEHAVIORAL HEALTH SUBSTANCE USE DISORDER COUNSELOR II

#### **DEFINITION**

Under the supervision of a licensed clinical supervisor, provides substance use and alcohol counseling, case management services, and support to groups and individuals who abuse various substances. Develops and implements education and prevention programming.

#### **DISTINGUISHING CHARACTERISTICS**

This position is a journey level position in the Substance Use Disorder Counselor class series. Employees at this level are expected to have related background and experience and be qualified to perform the full scope of duties using independent judgement in the practice of their counseling duties. This position differs from the Substance Use Disorder Counselor I in the level of training and experience that is required. Employees in this class are required to possess valid certification from a Department of Healthcare Services recognized certifying organization.

#### **REPORTS TO**

Substance Use Disorder Administrator, Clinician/Supervisor, or designee.

#### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **SUBSTANCE USE DISORDER COUNSELOR II - 2**

### **EXAMPLES OF DUTIES AND RESPONSIBILITIES**

- Conducts initial screenings of potential clients; gathers and assesses relevant background information. Evaluates the severity of client problems and determines the appropriate level of care; formulates treatment and discharge plans.
- Participates in treatment teams, staffing, and professional meetings to discuss client treatment and progress.
- Provides substance use and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders.
- Makes home visits as appropriate, serves clients while in jail and upon their release.
- Conducts group sessions dealing with drug/alcohol education and communication, life skills, relapse prevention, coping and relaxation skills.
- Supports admission procedures for residential programs and discharge.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides and participates in alternative activities and recreational programs for clients.
- Observes and records client behavior; maintains complete case files, ensuring the accurate completion of various required documents, records, and reports within 72 hours of the provision of services 91% of the time.
- Reports documented or suspected abuse and neglect as mandated by law.
- Provides follow-up and after-care services.
- Provides community outreach and education assignments. sessions to schools, various agencies, and community groups.
- Provides case management services.
- Attends training sessions, workshops, and meetings to enhance job knowledge and skills.
- Operates computer and effectively utilizes an Electronic Health Records system.
- Participates in multidisciplinary team meetings with valid written consent from clients to review client caseload, treatment outcomes and recommendations.
- May provide support to ancillary staff.
- Understands State and federal law requiring privacy, confidentiality and security of client records and information.
- Provides crisis interventions services as a part of normal job duties.
- May participate in after hours on-call rotation.
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Performs related work as required.



## **SUBSTANCE USE DISORDER COUNSELOR II - 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 setting, off-site, or client home, continuous contact with staff and the public. This position may require routine driving to locations throughout the county for the performance of work.

### **MATERIAL AND EQUIPMENT USED:**

General Office Equipment  
Computer  
Motor Vehicle

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles, procedures, techniques, and trends in addition to recovery.
- Laws and regulations of the Federal, State, and local governments regarding alcohol/drug use disorders and treatment.
- Theories, causes and interventions of drug and alcohol dependence.
- Techniques and methods used in drug/alcohol abuse counseling, treatment, education, and prevention.
- Theories of normal and abnormal psychology.
- Casework and interviewing techniques.
- Available community resources.
- Modern office practices, methods, and computer equipment.
- Record keeping principles and procedures.
- Computer applications related to work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Leadership concepts and principles.
- Maintain ethical standards.

## **SUBSTANCE USE DISORDER COUNSELOR II - 4**

### **Ability to:**

- Analyze drug/alcohol abuse related emotional/behavior disorders and carry out effective treatment plans.
- Perform individual and group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and implement effective drug/alcohol education and prevention programs.
- Use independent judgment and discretion in implementing various programs.
- Maintain significant flexibility in daily operations and decision making.
- Read and interpret complex materials pertaining to the responsibilities of the job.
- Assemble and analyze information and prepare written reports and records in a clear, concise manner.
- Work independently and as a team member.
- Use English effectively to communicate in person, over the telephone and in writing.
- 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 equipment and specialized software applications programs.
- React calmly and professionally in emergency, emotional and/or stressful situations.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.

### **TRAINING AND EXPERIENCE:**

#### **Training:**

Equivalent to completion of a drug and alcohol addiction studies program.

Obtain yearly minimum Continuing Education Units (CEUs) as required by the certifying bodies.

#### **Experience:**

Two (2) years of clinical experience is preferred.

## **SUBSTANCE USE DISORDER COUNSELOR II— 5**

### **Licensing or Certifications:**

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

Requires possession of a valid State of California certification as an SUD Counselor.

### **Special Requirements:**

Must possess, or be willing to obtain, national provider identifier (NPI).

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  
HUMAN RESOURCES DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Cyndi Tweedle, Human Resources Analyst II  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Approve **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Behavioral Health Alcohol & Drug Department, Budget Unit #70580; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

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**Recommendation:**

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

**Background and Discussion:**

This request was brought to the attention of the Acting Human Resources Director who approves of this Resolution to amend the 2024-2025 Position Allocation, reducing vacant flexibly allocated Behavioral Health Therapist I/II or Senior from 2.25 FTE to 0.25 FTE and adding 2.0 FTE flexibly allocated Behavioral Health Substance Use Disorder Counselor I or II.

**Action:**

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

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. 4439 SUD - Resolution Position Allocation FINAL

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**APPROVE RESOLUTION TO AMEND FISCAL YEAR 2024-2025 PLUMAS COUNTY  
POSITION ALLOCATION FOR BEHAVIORAL HEALTH ALCOHOL & DRUG DEPARTMENT,  
BUDGET UNIT #70580**

**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,** this position is necessary to effectively carry out the duties of the Behavioral Health Alcohol & Drug Department; and

**WHEREAS,** this request was brought to the attention of the Acting Human Resources Director who approves of this resolution to amend the 2024-2025 Position Allocation, reducing vacant flexibly allocated Behavioral Health Therapist I/II or Senior from 2.25 FTE to 0.25 FTE and adding 2.0 FTE flexibly allocated Behavioral Health Substance Use Disorder Counselor I or II.

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

Approve the position allocation as follows:

<b><u>Department 70580</u></b>	<b><u>Current FTE</u></b>	<b><u>Proposed FTE</u></b>
Behavioral Health Therapist I/II/Senior	2.25	0.25
Behavioral Health Substance Use Disorder Counselor I/II	0.00	2.00

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 21<sup>st</sup> day of January 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



**PLUMAS COUNTY  
HUMAN RESOURCES DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Cyndi Tweedle, Human Resources Analyst II

**MEETING DATE:** January 21, 2025

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

---

**Recommendation:**

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

**Background and Discussion:**

The Behavioral Health Director provided a base classification description for the SUD Counselor I/II positions. This was standardized according to Plumas County templates and validated with comparison to peer county classification descriptions and found to agree with the State Certification Agencies' requirements.

As a point of emphasis, the services provided by these job classifications are mandated by the State of California and if not approved, the Behavioral Health Division will not have the appropriate subject matter expertise to meet state mandates

**Action:**

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

**Fiscal Impact:**

No General Fund Impact, grant funded, as approved in FY 24/25 recommended budget.

**Attachments:**

1. Behavioral Health SUD Counselor I
2. Behavioral Health SUD Counselor II

**BEHAVIORAL HEALTH SUBSTANCE USE DISORDER COUNSELOR I**

**DEFINITION**

Under the supervision of a licensed clinical supervisor, provides substance use and alcohol counseling, case management services, and support to groups and individuals who abuse various substances. Develops and implements education and prevention programming.

**DISTINGUISHING CHARACTERISTICS**

This position is an entry-level position in the Substance Use Disorder Counselor class series. It differs from the Substance Use Disorder Counselor II in the level of training and experience that is required. Employees in this class receive training and are given detailed instruction in the performance of routine tasks and perform tasks that are more structured and repetitive than those assigned at the II level. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Most incumbents are expected to promote to the journey level within one to three years of successful performance; however, positions that are limited to duties of a more routine, repetitive nature may be permanently allocated to the I level.

**REPORTS TO**

Substance Use Disorder Administrator, Clinician/Supervisor, or designee.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **SUBSTANCE USE DISORDER COUNSELOR I - 2**

### **EXAMPLES OF DUTIES AND RESPONSIBILITIES**

- Conducts initial screenings of potential clients; gathers and assesses relevant background information. Evaluates the severity of client problems and determines the appropriate level of care; formulates treatment and discharge plans.
- Participates in treatment teams, staffing, and professional meetings to discuss client treatment and progress.
- Provides substance use and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders.
- Makes home visits as appropriate, serves clients while in jail and upon their release.
- Conducts group sessions dealing with drug/alcohol education and communication, life skills, relapse prevention, coping and relaxation skills.
- Supports admission procedures for residential programs and discharge.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides and participates in alternative activities and recreational programs for clients.
- Observes and records client behavior; maintains complete case files, ensuring the accurate completion of various required documents, records, and reports within 72 hours of the provision of services 91% of the time.
- Reports documented or suspected abuse and neglect as mandated by law.
- Provides follow-up and after-care services.
- Provides community outreach and education assignments. sessions to schools, various agencies, and community groups.
- Provides case management services.
- Attends training sessions, workshops, and meetings to enhance job knowledge and skills.
- Operates computer and effectively utilizes an Electronic Health Records system.
- Participates in multidisciplinary team meetings with valid written consent from clients to review client caseload, treatment outcomes and recommendations.
- May provide support to ancillary staff.
- Understands State and federal law requiring privacy, confidentiality and security of client records and information.
- Provides crisis interventions services as a part of normal job duties.
- May participate in after hours on-call rotation.
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Performs related work as required.



## **SUBSTANCE USE DISORDER COUNSELOR I - 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 setting, off-site, or client home, continuous contact with staff and the public. This position may require routine driving to locations throughout the county for the performance of work.

### **MATERIAL AND EQUIPMENT USED:**

General Office Equipment  
Computer  
Motor Vehicle

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles, procedures, techniques, and trends in addiction recovery.
- Laws and regulations of the Federal, State, and local governments regarding alcohol/drug use disorders and treatment.
- Theories, causes and interventions of drug and alcohol dependence.
- Techniques and methods used in drug/alcohol abuse counseling, treatment, education, and prevention.
- Theories of normal and abnormal psychology.
- Casework and interviewing techniques.
- Available community resources.
- Modern office practices, methods, and computer equipment.
- Record keeping principles and procedures.
- Computer applications related to work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Leadership concepts and principles.
- Maintain ethical standards.

## **SUBSTANCE USE DISORDER COUNSELOR I - 4**

### **Ability to:**

- Analyze drug/alcohol abuse-related emotional/behavior disorders and carry out effective treatment plans.
- Perform individual and group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and implement effective drug/alcohol education and prevention programs.
- Use independent judgment and discretion in implementing various programs.
- Maintain significant flexibility in daily operations and decision making.
- Read and interpret complex materials pertaining to the responsibilities of the job.
- Assemble and analyze information and prepare written reports and records in a clear, concise manner.
- Work independently and as a team member.
- Use English effectively to communicate in person, over the telephone and in writing.
- 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 equipment and specialized software applications programs.
- React calmly and professionally in emergency, emotional and/or stressful situations.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.

### **TRAINING AND EXPERIENCE:**

#### **Training:**

Equivalent to enrollment in and pursuing completion of a drug and alcohol addiction studies program.

Obtain yearly minimum Continuing Education Units (CEUs) as required by the certifying bodies.

#### **Experience:**

One (1) year of clinical experience is preferred.

## **SUBSTANCE USE DISORDER COUNSELOR 1— 5**

### **Licensing or Certifications:**

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

Requires registration to obtain a State of California certification as an SUD Counselor within six months of date of hire.

Requires possession of a valid State of California registration/certification as an SUD Counselor within five years of the date of registration. Failure to obtain certification as outlined or in maintaining good standing with the certifying body may result in the incumbent becoming disqualified for further employment as an SUD Counselor I.

### **Special Requirements:**

Must possess, or be willing to obtain, national provider identifier (NPI).

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.

**BEHAVIORAL HEALTH SUBSTANCE USE DISORDER COUNSELOR II**

**DEFINITION**

Under the supervision of a licensed clinical supervisor, provides substance use and alcohol counseling, case management services, and support to groups and individuals who abuse various substances. Develops and implements education and prevention programming.

**DISTINGUISHING CHARACTERISTICS**

This position is a journey level position in the Substance Use Disorder Counselor class series. Employees at this level are expected to have related background and experience and be qualified to perform the full scope of duties using independent judgement in the practice of their counseling duties. This position differs from the Substance Use Disorder Counselor I in the level of training and experience that is required. Employees in this class are required to possess valid certification from a Department of Healthcare Services recognized certifying organization.

**REPORTS TO**

Substance Use Disorder Administrator, Clinician/Supervisor, or designee.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **SUBSTANCE USE DISORDER COUNSELOR II - 2**

### **EXAMPLES OF DUTIES AND RESPONSIBILITIES**

- Conducts initial screenings of potential clients; gathers and assesses relevant background information. Evaluates the severity of client problems and determines the appropriate level of care; formulates treatment and discharge plans.
- Participates in treatment teams, staffing, and professional meetings to discuss client treatment and progress.
- Provides substance use and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders.
- Makes home visits as appropriate, serves clients while in jail and upon their release.
- Conducts group sessions dealing with drug/alcohol education and communication, life skills, relapse prevention, coping and relaxation skills.
- Supports admission procedures for residential programs and discharge.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides and participates in alternative activities and recreational programs for clients.
- Observes and records client behavior; maintains complete case files, ensuring the accurate completion of various required documents, records, and reports within 72 hours of the provision of services 91% of the time.
- Reports documented or suspected abuse and neglect as mandated by law.
- Provides follow-up and after-care services.
- Provides community outreach and education assignments. sessions to schools, various agencies, and community groups.
- Provides case management services.
- Attends training sessions, workshops, and meetings to enhance job knowledge and skills.
- Operates computer and effectively utilizes an Electronic Health Records system.
- Participates in multidisciplinary team meetings with valid written consent from clients to review client caseload, treatment outcomes and recommendations.
- May provide support to ancillary staff.
- Understands State and federal law requiring privacy, confidentiality and security of client records and information.
- Provides crisis interventions services as a part of normal job duties.
- May participate in after hours on-call rotation.
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Performs related work as required.

## **SUBSTANCE USE DISORDER COUNSELOR II - 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 setting, off-site, or client home, continuous contact with staff and the public. This position may require routine driving to locations throughout the county for the performance of work.

### **MATERIAL AND EQUIPMENT USED:**

General Office Equipment  
Computer  
Motor Vehicle

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles, procedures, techniques, and trends in addition to recovery.
- Laws and regulations of the Federal, State, and local governments regarding alcohol/drug use disorders and treatment.
- Theories, causes and interventions of drug and alcohol dependence.
- Techniques and methods used in drug/alcohol abuse counseling, treatment, education, and prevention.
- Theories of normal and abnormal psychology.
- Casework and interviewing techniques.
- Available community resources.
- Modern office practices, methods, and computer equipment.
- Record keeping principles and procedures.
- Computer applications related to work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Leadership concepts and principles.
- Maintain ethical standards.

## **SUBSTANCE USE DISORDER COUNSELOR II - 4**

### **Ability to:**

- Analyze drug/alcohol abuse related emotional/behavior disorders and carry out effective treatment plans.
- Perform individual and group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and implement effective drug/alcohol education and prevention programs.
- Use independent judgment and discretion in implementing various programs.
- Maintain significant flexibility in daily operations and decision making.
- Read and interpret complex materials pertaining to the responsibilities of the job.
- Assemble and analyze information and prepare written reports and records in a clear, concise manner.
- Work independently and as a team member.
- Use English effectively to communicate in person, over the telephone and in writing.
- 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 equipment and specialized software applications programs.
- React calmly and professionally in emergency, emotional and/or stressful situations.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.

### **TRAINING AND EXPERIENCE:**

#### **Training:**

Equivalent to completion of a drug and alcohol addiction studies program.

Obtain yearly minimum Continuing Education Units (CEUs) as required by the certifying bodies.

#### **Experience:**

Two (2) years of clinical experience is preferred.

## **SUBSTANCE USE DISORDER COUNSELOR II— 5**

### **Licensing or Certifications:**

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

Requires possession of a valid State of California certification as an SUD Counselor.

### **Special Requirements:**

Must possess, or be willing to obtain, national provider identifier (NPI).

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 HUMAN RESOURCES DEPARTMENT MEMORANDUM

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

**FROM:** Cyndi Tweedle, Human Resources Analyst II

**MEETING DATE:** January 21, 2025

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

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### **Recommendation:**

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

### **Background and Discussion:**

In June 2023, the position under review was reclassified from Office Automation Specialist to Network/EDR Administrator based on the higher-level duties and responsibilities of the employee in the position. That employee recently resigned from the County, which initiated this review of the position.

On September 3, 2024, the Director of IT sent MRG a completed Position Description Questionnaire (PDQ) that includes: (1) a summary of the position; (2) job duties and the percentage of time, frequency, and importance of each duty; (3) supervision received by the position; (4) minimum qualifications, including knowledge, abilities, experience, education, and licenses, and (5) physical demands and working conditions.

On September 4, 2024, MRG met with the Director of IT to learn more about the position and the needs for the department.

### **Position Summary**

Based on a review of the PDQ and the information obtained during meetings with IT, it was discovered that the position, under the general supervision of the Director of IT, serves as the first point of contact for users experiencing technical issues, provides troubleshooting support, and resolves hardware and software problems. It also handles the setup and configuration of new computers for various departments, ensuring that systems are properly equipped with necessary software and security settings. One of the most important duties involves regularly testing and monitoring backup systems to ensure data integrity and availability in case of system failures or disasters, which requires knowledge of backup software and processes, such as Veeam, Cohesity, or cloud backup services. Additionally, the position documents incidents, escalates complex issues to higher-level support, and maintains a knowledge base to assist in problem resolution. Its role is essential in minimizing downtime, improving user satisfaction, and ensuring that new employees and departments have the necessary IT infrastructure.

MRG is recommending that the County reclassify the vacant position from Network/EDR Administrator to a new classification titled Help Desk Specialist (job description attached). The duties and responsibilities of the position are consistent with those outlined in the attached job description.

### **Confidential Employee Designation**

A confidential employee, as defined in Plumas County's Personnel Rules, is "an employee, who, in the course of his or her duties, has access to information relating to the County's administration of employer-employee

relations.” It further indicates that “confidential employees may not be represented in a bargaining unit together with nonconfidential employees.” The purpose of the confidential employee designation is for management to have staff who can assist them with labor negotiation, employee grievances, and other sensitive employer-employee relations matters.

Two classifications in the IT Department were recently placed in the Confidential Employee Unit because of their access to employee-employer relations information. They provide IT support to all County staff, including County executive management and HR staff who are actively involved in employer-employee relations activities. The Help Desk Specialist position is tasked with accessing County computers, remotely and in person, to assist users with all types of IT issues. In a small agency, it is not uncommon for all IT staff to be involved in system tests and asked to participate in conversations about how the payroll system will respond to an item being considered for labor negotiations, such as shift differentials, incentive pay, longevity pay, etc. It would be a conflict of interest for the employee providing this type of IT support to the CAO and HR to be represented by Operating Engineers Local #3.

### **Salary Placement**

MRG is recommending that the County place the new Help Desk Specialist classification 10% above Office Automation Specialist, which will place it at \$21.82 per hour at Step 1.

-

### **Action:**

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

### **Fiscal Impact:**

Approval of these recommendations will result in cost savings as the Network/EDR Administrator is currently paid \$29.31/hour at Step 1, and the Help Desk Specialist will be paid \$21.82/hour at Step 1.

### **Attachments:**

1. 4439 IT\_Help Desk Specialist - Resolution FINAL

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**APPROVE RESOLUTION ADOPTING NEW PLUMAS COUNTY HELP DESK SPECIALIST  
CLASSIFICATION IN THE INFORMATION TECHNOLOGY DEPARTMENT**

**WHEREAS**, Plumas County Personnel Rule 5 provides amendments are 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 Acting Human Resources Director has created a new job classification, attached in Exhibit A for the Help Desk Specialist, base wage (Step 1) of \$21.82/hour; and

**WHEREAS**, it is recommended the position be placed in the Confidential Unit; and

**WHEREAS**, the County has met the Meet & Confer requirements with the Confidential Bargaining Unit.

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

- Approve the job description attached as Exhibit A for Help Desk Specialist; and
- Approve a base wage of \$21.82/hour beginning at Step 1

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 21<sup>st</sup> day of January 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

## **HELP DESK SPECIALIST**

### **DEFINITION**

Under general supervision, to serve as the first point of contact for users experiencing technical difficulties, providing troubleshooting support and resolving hardware and software problems; to set up and configure new computers, peripherals, software, and mobile devices for various departments, ensuring that systems are properly equipped with necessary software and security settings; to document incidents, escalate complex issues to higher-level support, and maintain a knowledge base to assist in problem resolution; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized journey-level classification in the County's Information Technology Department for positions that provide helpdesk technical support, set up and configure new computers and devices, and train users, with the intent of minimizing user downtime, improving user satisfaction, and ensuring that new employees and departments have the necessary IT infrastructure.

### **REPORTS TO**

Director of Information Technology

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

**EXAMPLES OF DUTIES:**

- Responds to and resolves technical issues reported by users, including hardware, software, and network problems.
- Sets up and configures new computers, peripherals, and mobile devices for departments, ensuring they are ready for use with the necessary software and security settings.
- Regularly tests and monitors backup systems to ensure data integrity and availability in case of system failures or disasters.
- Logs incidents and requests into ticketing system, documents solutions, and ensures accurate tracking and follow up.
- Provides training, guidance, and support to users on best practices and proper and effective use of IT resources.
- Escalates unresolved or complex issues to higher-level IT support or specialists for further investigation and resolution.
- Converting physical endpoints into virtual systems as well as configuring new virtual systems for employee or consultant use.
- Applying existing approved scripts as well as creating new scripting processes to assist with streamlining office automation.
- Troubleshooting VoIP phones. Training end users in basic phone functions such as voicemail setup, and address book access.
- Contributes to and maintains a knowledge base of common issues and solutions to improve response times and user support quality.
- Performs related duties as assigned.

**TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds; normal manual dexterity and eye-hand coordination; 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 an office; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.

## **KNOWLEDGE OF**

- Principles and practices pertaining to the setup, configuration, operation, and troubleshooting of computers, peripherals, and mobile devices.
- Operating systems, including Windows and Windows Server.
- Work-related software, applications, and systems, including productivity software (e.g., Microsoft Office Suite), remote desktop applications (e.g., TeamViewer, AnyDesk, Windows Remote Desktop), helpdesk ticketing software (e.g., FreshService), backup software and processes (e.g., Cohesity, Veam), and email systems (e.g., Microsoft Outlook, O365).
- Basic networking principles, including TCP/IP, DNS, DHCP, VPNs, Wi-Fi setup, and network troubleshooting.
- Familiarity with antivirus and security software.
- Principles and practices of managing user accounts, groups, permissions, and policies in a Windows Server environment.
- Basic principles of virtualization technologies and platforms, such as VMware and Hyper-V.
- Basic scripting for automation tasks, including scripting languages such as PowerShell or Bash.
- Voice over IP (VoIP) systems and basic troubleshooting.
- Mobile device management (MDM) solutions, such as Microsoft Intune, AirWatch, or MobileIron.
- Principles and practices of workplace safety.

## **ABILITY TO**

- Efficiently diagnose and fix hardware, software, and network problems.
- Clearly explain technical issues and solutions to non-technical users, both orally and in writing.
- Handle multiple tasks and prioritize effectively under pressure.
- Install and configure new computers, peripherals, and software for users and departments.
- Accurately log issues and their resolutions in a ticketing system for tracking and future reference.
- Maintain a user-friendly attitude and provide support with patience and empathy.
- Recognize the need to escalate a problem to higher-level support.
- Regularly test backup systems to ensure data integrity and availability.
- Stay updated with the latest technologies and best practices in IT support.
- Work both independently and cooperatively as part of a team to resolve problems and complete tasks.
- Quickly learn new systems, tools, and procedures as they are implemented.

**TRAINING AND EXPERIENCE**

Two (2) years of experience performing helpdesk functions and/or maintaining computer hardware. An associate degree in computer science or a related field is desirable.

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

May work other than a normal 8:00 AM to 5:00 PM shift.

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  
HUMAN RESOURCES DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Cyndi Tweedle, Human Resources Analyst II  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Information Technology Department, Budget Unit 20220; (General Fund Impact) #20220; approved as to form by County Counsel; discussion and possible action. Roll call vote

---

**Recommendation:**

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

**Background and Discussion:**

This request was brought to the attention of the Acting Human Resources Director who approves of this Resolution to amend the 2024-2025 position allocation, removing a vacant 1.0 FTE from the Network/EDR Administrator series and adding a 1.0 FTE to the Help Desk Specialist series.

**Action:**

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

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. 4439 IT\_Helpdesk Specialist Pos Alloc FINAL



**RESOLUTION NO. 2025 - \_\_\_\_\_**

**APPROVE RESOLUTION TO AMEND FISCAL YEAR 2024-2025 PLUMAS COUNTY  
POSITION ALLOCATION FOR INFORMATION TECHNOLOGY DEPARTMENT, BUDGET  
UNIT 20220**

**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**, this position is necessary to effectively carry out the duties of the Information Technologies Department; and

**WHEREAS**, this request was brought to the attention of the Acting Human Resources Director who approves of this resolution to amend the 2024-2025 position allocation, removing a vacant 1 FTE from the Network/EDR Administrator series and adding a 1 FTE to the Help Desk Specialist series.

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

Approve the position allocation as follows:

<b>Department 20220</b>	<b>Current FTE</b>	<b>Proposed FTE</b>
Network/EDR Administrator	1.0	0.0
Help Desk Specialist	0.0	1.0

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 21<sup>st</sup> day of January 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:

  
P Sara James, Attorney  
County Counsel's Office



**PLUMAS COUNTY  
HUMAN RESOURCES DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Cyndi Tweedle, Human Resources Analyst II  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Information Technology Help Desk Specialist; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action.

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**Recommendation:**

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

**Background and Discussion:**

This position is necessary to effectively carry out the duties of the Information Technologies Department.

**Action:**

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

**Fiscal Impact:**

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

**Attachments:**

1. IT Helpdesk JD

## HELP DESK SPECIALIST

### **DEFINITION**

Under general supervision, to serve as the first point of contact for users experiencing technical difficulties, providing troubleshooting support and resolving hardware and software problems; to set up and configure new computers, peripherals, software, and mobile devices for various departments, ensuring that systems are properly equipped with necessary software and security settings; to document incidents, escalate complex issues to higher-level support, and maintain a knowledge base to assist in problem resolution; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized journey-level classification in the County's Information Technology Department for positions that provide help desk technical support, set up and configure new computers and devices, and train users, with the intent of minimizing user downtime, improving user satisfaction, and ensuring that new employees and departments have the necessary IT infrastructure.

### **REPORTS TO**

Director of Information Technology

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **HELP DESK SPECIALIST - 2**

### **EXAMPLES OF DUTIES:**

- Responds to and resolves technical issues reported by users, including hardware, software, and network problems.
- Sets up and configures new computers, peripherals, and mobile devices for departments, ensuring they are ready for use with the necessary software and security settings.
- Regularly tests and monitors backup systems to ensure data integrity and availability in case of system failures or disasters.
- Logs incidents and requests into ticketing system, documents solutions, and ensures accurate tracking and follow up.
- Provides training, guidance, and support to users on best practices and proper and effective use of IT resources.
- Escalates unresolved or complex issues to higher-level IT support or specialists for further investigation and resolution.
- Converting physical endpoints into virtual systems as well as configuring new virtual systems for employee or consultant use.
- Applying existing approved scripts as well as creating new scripting processes to assist with streamlining office automation.
- Troubleshooting VoIP phones. Training end users in basic phone functions such as voicemail setup, and address book access.
- Contributes to and maintains a knowledge base of common issues and solutions to improve response times and user support quality.
- Performs related duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds; normal manual dexterity and eye-hand coordination; 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 an office; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.



## **KNOWLEDGE OF**

- Principles and practices pertaining to the setup, configuration, operation, and troubleshooting of computers, peripherals, and mobile devices.
- Operating systems, including Windows and Windows Server.
- Work-related software, applications, and systems, including productivity software (e.g., Microsoft Office Suite), remote desktop applications (e.g., TeamViewer, AnyDesk, Windows Remote Desktop), help desk ticketing software (e.g., FreshService), backup software and processes (e.g., Cohesity, Veam), and email systems (e.g., Microsoft Outlook, O365).
- Basic networking principles, including TCP/IP, DNS, DHCP, VPNs, Wi-Fi setup, and network troubleshooting.
- Familiarity with antivirus and security software.
- Principles and practices of managing user accounts, groups, permissions, and policies in a Windows Server environment.
- Basic principles of virtualization technologies and platforms, such as VMware and Hyper-V.
- Basic scripting for automation tasks, including scripting languages such as PowerShell or Bash.
- Voice over IP (VoIP) systems and basic troubleshooting.
- Mobile device management (MDM) solutions, such as Microsoft Intune, AirWatch, or MobileIron.
- Principles and practices of workplace safety.

## **ABILITY TO**

- Efficiently diagnose and fix hardware, software, and network problems.
- Clearly explain technical issues and solutions to non-technical users, both orally and in writing.
- Handle multiple tasks and prioritize effectively under pressure.
- Install and configure new computers, peripherals, and software for users and departments.
- Accurately log issues and their resolutions in a ticketing system for tracking and future reference.
- Maintain a user-friendly attitude and provide support with patience and empathy.
- Recognize the need to escalate a problem to higher-level support.
- Regularly test backup systems to ensure data integrity and availability.
- Stay updated with the latest technologies and best practices in IT support.
- Work both independently and cooperatively as part of a team to resolve problems and complete tasks.
- Quickly learn new systems, tools, and procedures as they are implemented.

**TRAINING AND EXPERIENCE**

Two (2) years of experience performing help desk functions and/or maintaining computer hardware. An associate degree in computer science or a related field is desirable.

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

May work other than a normal 8:00 AM to 5:00 PM shift.

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 COUNTY ADMINISTRATOR MEMORANDUM

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

**FROM:** Zachary Gately, Grant Manager

**MEETING DATE:** January 21, 2025

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

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**Recommendation:**

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

**Background and Discussion:**

The Dixie Fire began on July 13, 2021, and was fully contained on October 25, 2021, after burning 963,309 acres. Since then, Plumas County, community-based organizations, and community members have been working through the aftermath towards recovery. Today, in anticipation of future discussions around the settlement monies, we will review programs and grants that have happened since the Dixie Fire of 2021.

This presentation will review direct funds to community organizations, current state and federal grants related to recovery, and a look to the future with current plans and other phased projects. It is important to keep things in perspective. In the North Valley Community Foundation's Plumas County Social Safety Net Needs Assessment published March 25, 2022, it states: *"Disaster recovery includes both meeting immediate and short-term needs as well as planning for the long-term recovery and rebuilding of a community that may require years and sometimes decades – a process that everyone wishes could be accomplished exponentially faster."*

Highlights of this presentation include:

- Community grant programs
- Housing Initiatives
- Economic Development
- An update on grant programs
- Long-Term Recovery

In an effort to reduce printing, kindly find active hyperlinks below for resources and information referenced in this presentation:

- [American Rescue Plan Act \(ARPA\) – latest reporting](#) to Department of Treasury
- [ARPA – January 2024 update](#)
- [ARPA – Community Grant presentation](#)
- [ARPA – Resolution for Economic Development and Updated Budget](#)
- [Spay and Neuter Project approval \(Item 4.B\)](#)
- [Spay and Neuter Project recent article](#)
- [North Valley Community Foundation - Publications](#)
- [October 17, 2023 Board of Supervisors meeting PG&E Settlement Discussion](#)



- [Recreation Economy for Rural Communities Community Action Plan 2022](#)
  - [Rural Community Assistance Corporation](#)
  - [Sierra Economic Development District Comprehensive Economic Development Strategy](#)
  - [Accessory Dwelling Units Pre-Approved Plans, Idea Book, and Ordinance](#)
- 
- Title 25
    1. [Ordinance No. 23-1150](#)
    2. [Ordinance No. 23-1151](#)
- 
- [Indian Valley Community Service District](#) (IVCSD)
    1. [IVCSD Safety Center](#) (December 17, 2024 Board of Supervisors Meeting Item 2.A.1)
    2. [IVCSD Most Recent Special Meeting January 15, 2025](#) discussing Safety Center, microgrid grant, and other recovery related topics

### ReCoverCA Programs

- Engie Energy Efficiency Project
    1. [Plumas County Facilities Services](#)
    2. [Engie Public Hearing](#) (March 19, 2024 Board of Supervisors Meeting Item 5.C)
    3. [Plumas Sun Article "Supervisors Approve Energy Project to Save \\$4.8 Million"](#)
  
  - [Plumas County Broadband Strategic Plan](#)
  - [Dixie Fire Collaborative](#)
  - [Plumas County Coordinating Council](#)
  - [Feather River Stewardship Coalition](#)
  - [California Jobs First Initiative \(formerly CERF\)](#)
  - [Sierra Institute](#)
  - [Sierra Buttes Trail Stewardship Connected Communities Project](#)
    1. ["A Trail For Everyone" video](#)
- 
- Settlement documentation
    1. [North State District Attorneys – Press Release April 11, 2022](#)
    2. [Dixie Fire – Settlement: Stipulation for Entry of Final Judgement](#) (lists of Plumas County organizations that received funds from the \$17 million North State District Attorneys)
    3. [Dixie Fire Criminal Case Settlement Update – 1 Year Later By: David Hollister, Plumas County District Attorney](#)

### **Action:**

No specific action is requested.

### **Fiscal Impact:**

No General Fund Impact.

### **Attachments:**

1. recap of programs and grants post dixie fire\_final

2. PLUMAS\_Wildfire Recovery grants Table 1.13.25
3. Balance Sheet Fund 0055

# PLUMAS COUNTY

## Recap of Programs and Grants

### Post Dixie Fire



Zachary Gately  
Grant Manager

County Administrative Office

[zacharygately@countyofplumas.com](mailto:zacharygately@countyofplumas.com)

# Overview – Concepts

- One must look back in order to plan for the future
- Recognize the work that has happened to date
- Instill hope for future generations



# Types of Investments

1. Direct funds to businesses and community organizations
2. Additional funding to for support: State and Federal
3. Looking to the future

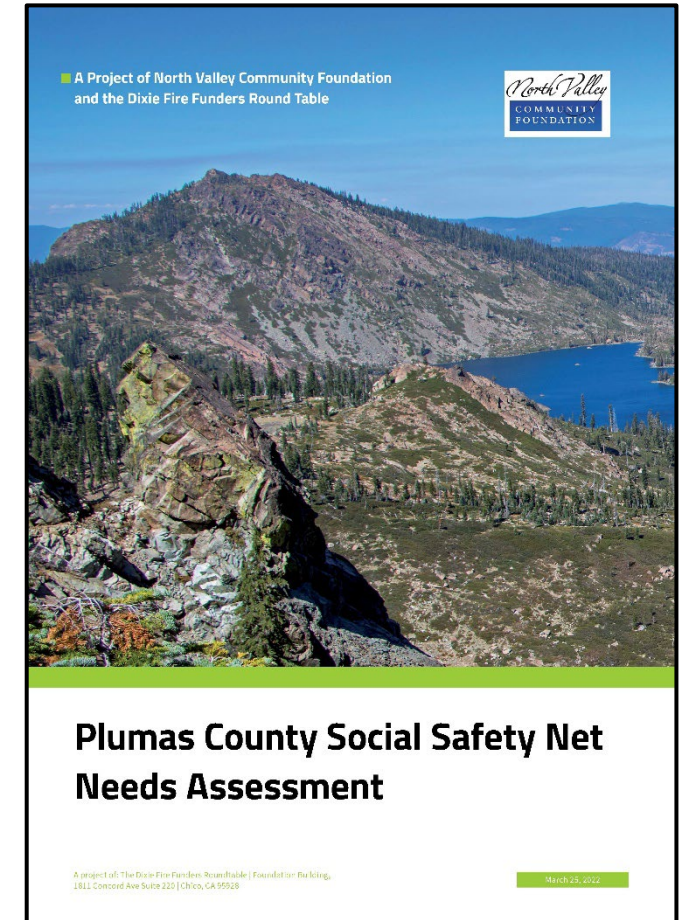




# Before we dive in,

*“Disaster recovery includes both meeting immediate and short-term needs as well as planning for the long-term recovery and rebuilding of a community that may require years and sometimes decades – a process that everyone wishes could be accomplished exponentially faster.”*

North Valley Community Foundation  
Plumas County Social Safety Net Needs  
Assessment – March 25, 2022



# 1. Direct Funds - Community Support Programs

- ARPA Plumas County Community Grants Program  
(released March 2023)
  - \$540,000 in funding, providing up to \$10,000 per grant to businesses
- Microenterprise Business Assistance and Recovery Grant Program  
(released June 2023)
  - \$409,462 in funding, providing up to \$50,000 per grant to businesses
- 2021 Dixie Fire Recovery For-Profit Businesses Economic Development Grant Program  
(released August 2024)
  - \$567,500 in funding, providing up to \$22,700 per grant to businesses
- Plumas County PG&E Settlement Funds
  - Spay and neuter program - \$10,000
    - Now have completed their 3<sup>rd</sup> spay-a-thon

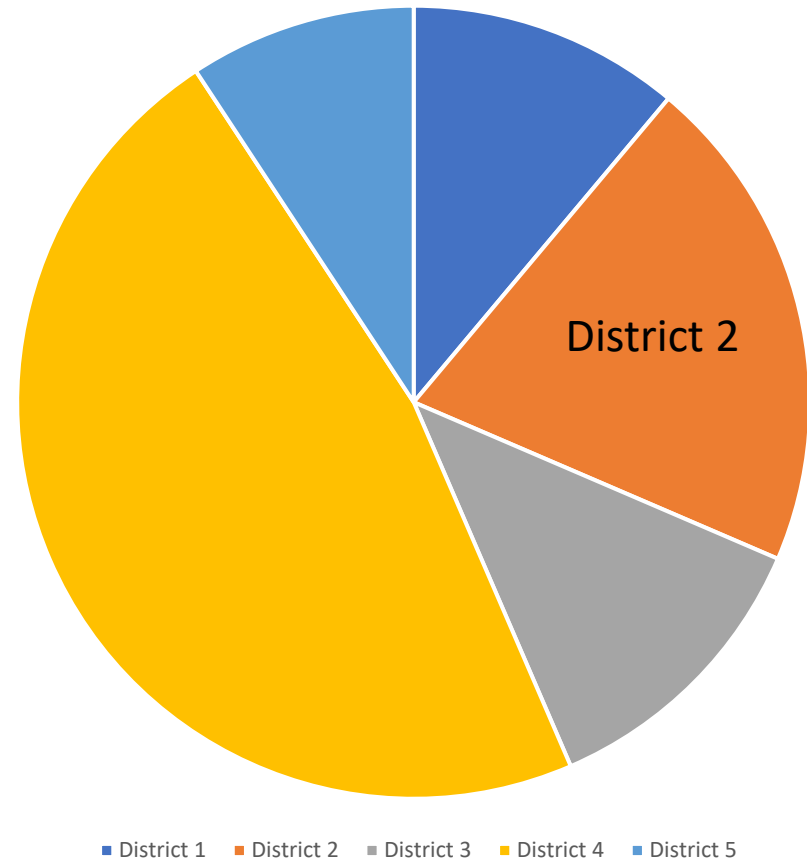


# ARPA Funding – Community Grants

- Bathroom at Quincy Provisions
- Cold boxes for Genesee Valley Farm Retreat & California Biochar
- Expected costs – COVID-19 Relief
  - New point of sale system
  - Operations



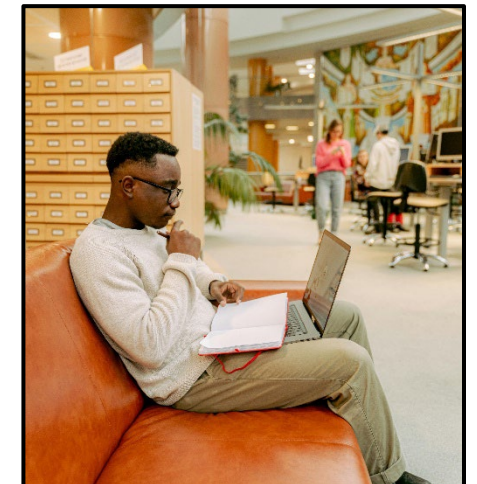
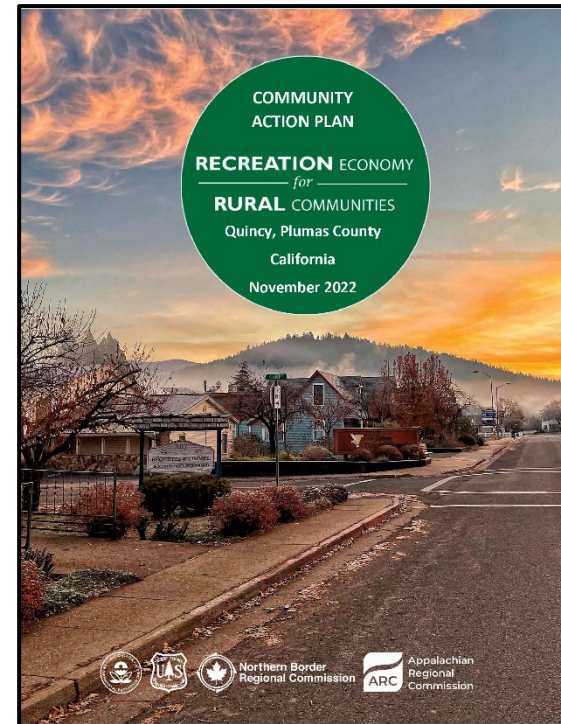
ARPA Grants by District





# ARPA Funding – Economic Development

- Dec 17, 2024 – Board of Supervisors Funding Support
  - \$45,000 to each of the four regional chambers
  - \$45,000 to Indian Valley Innovation Hub
  - \$46,867.86 to Library
    - Digital Equity and Access

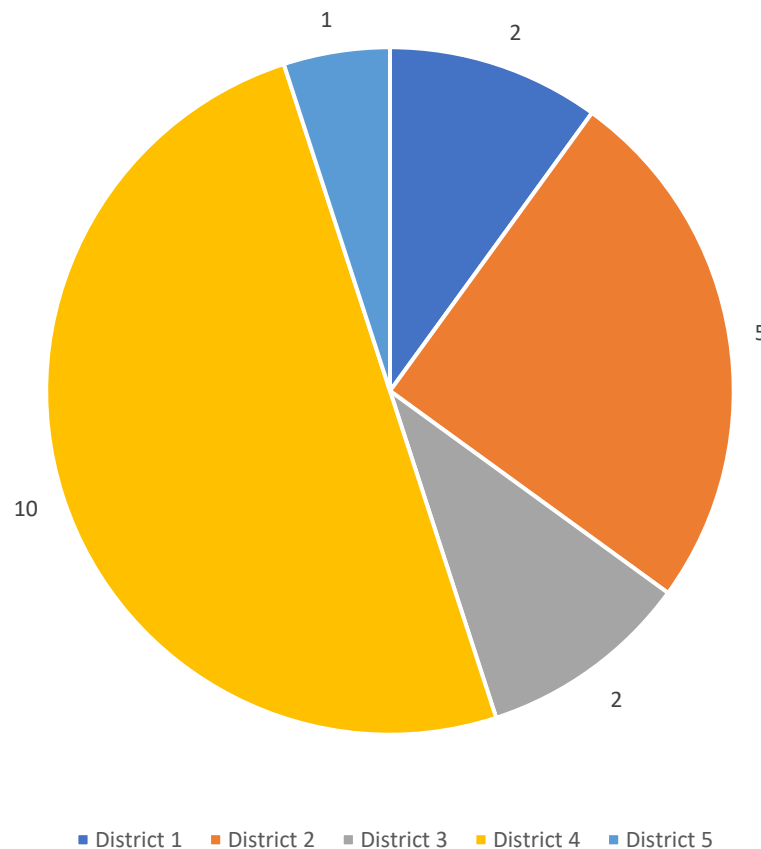


# Microenterprise Business Assistance and Recovery Grant Program

SUMMARY - CDBG CV2-3 Microenterprise Business Assistance Grant Awards	ROUND 1	ROUND 2	TOTAL
Spanish Peak Productions	\$974.73	\$3,081.44	\$4,056.17
Young's Market	\$6,883.04	\$43,116.96	\$50,000.00
J Dailey Design	\$454.80	\$1,127.32	\$1,582.12
Pearson Realty	\$7,076.50	\$15,773.34	\$22,849.84
Frank's Garage	\$30,472.68	\$19,527.32	\$50,000.00
Tom Wallick	\$1,353.11	\$4,164.52	\$5,517.63
New to You 2	\$1,725.00	\$6,282.92	\$8,007.92
Wild Plumas	\$7,451.29	\$0.00	\$7,451.29
Mill Valley Energy Partners	\$1,095.88	\$5,070.80	\$6,166.68
Crescent Mills, Inc.	\$10,131.89	\$14,481.71	\$24,613.60
Wolfcreek Woodstoves	\$24,313.72	\$14,186.60	\$38,500.32
Lazzarino Machine Works	\$34,546.71	\$15,453.29	\$50,000.00
A Bit of Beach	\$499.18	\$1,253.93	\$1,753.11
Bucks Lake Lodge	\$30,012.58	\$0.00	\$30,012.58
Neff Automotive	\$2,693.23	\$3,372.10	\$6,065.33
La Porte General Store and Deli	\$21,949.16	\$0.00	\$21,949.16
Armen GES Inc.	\$631.26	\$0.00	\$631.26
Adventure Monkeys	\$1,541.86	\$0.00	\$1,541.86
Jeremy DeOcampo Pump & Well Service, LLC	\$28,763.13	\$0.00	\$28,763.13
Mary Cheek, CPA	\$50,000.00	\$0.00	\$50,000.00
			<b>\$409,462.00</b>



# Microenterprise Business Assistance and Recovery Grant Program



# 2021 Dixie Fire Recovery For-Profit Businesses Economic Development Grant Program

<b>SUMMARY - 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program Awards (through 12/31/24 - funding agreements anticipated to be executed in January 2025)</b>		<b>ROLLING BASIS</b>
Indian Valley Butchers		Up to \$20,000
Youngs Market		Up to \$20,000
89Main The Way Baby		Up to \$20,000
Taylorsville Tavern		Up to \$20,000
Region Burger		Up to \$20,000
High Sierra Ballet Academy		Up to \$20,000
<b>Estimated grant funds obligated:</b>		<b>\$120,000.00</b>



## 2. Additional Funding for Support

- ARPA and LATCF
  - Unprecedented funds for County operations
  - Better service to County residents
- Other Grant Programs
  - Economic Development
    - Others from Oct 17, 2023 meeting
    - Building Rural Economies, ReCoverCA home building and fire mitigation
- Other
  - Title 25 Ordinance and Accessory Dwelling Unit (ADU) pre-approved plans
- Projects and Positions
  - Indian Valley Community Service District 'Safety Center' Project  
County Board approved \$1.5M from insurance funds for pre-development and construction costs
  - Long-Term Recovery Plan Project
  - Recovery Coordinator Position
  - Community Coordinator Position for RCAC BRE Grant Program





# Additional Funding for Support

## FIRE RECOVERY GRANTS SUMMARY (10.17.23)



NAME/DESCRIPTION	AMOUNT	MATCH	TIMEFRAME
1. California Department of Water Resources (DWR) Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Plan Grant <i>Indian Valley Community Services District North Main Water Line Project</i>	\$304,000	None	Awarded/In Process
2. California Department of Water Resources (DWR) Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Plan Grant <i>Indian Valley Community Services District North Main Extension Water Line Project</i>	\$143,697	None	Awarded/In Process
3. California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Community Development Block Grant Coronavirus Rounds 2 and 3 (CDBG-CV2-3) Coronavirus Aid, Relief, and Economic Security (CARES) Act <i>Microenterprise Business Assistance and Recovery Forgivable Loan Program</i>	\$409,462	None	Awarded/In Process
4. American Rescue Plan Act (ARPA) <i>Business Assistance and Recovery Grants Program</i>	\$540,000	None	Awarded/In Process
5. Economic Development Administration (EDA) <i>Plumas County Broadband Strategic Planning</i>	\$125,000	20%	Awarded/In Process
6. Economic Development Administration (EDA) Public Works and Economic Adjustment Assistance (PWEAA 2022) <i>Recovery Assistance with Economic Development Focus</i>	\$140,000	In-Kind \$49,500	Awarded/In Process
7. California Public Utilities Commission (CPUC) Local Agency Technical Assistance Grant <i>Broadband Network Design</i>	\$500,000	None	Awarded/In Process
8. Rural Community Assistance Corp (RCAC) Building Rural Economies (BRE) Rural Capacity Building (RCB) Grant <i>Recharge Our Community's Economy (ROCE) Workshop Series in Chester and Implementation of the Recreation Economy for Rural Communities (RERC) Quincy Action Plan</i>	\$75,000	20% (\$15,000 staff in-kind)	Awarded/Kicking Off
9. California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Annual Economic Development Grant <i>Greenville Economic Development funding for businesses equipment and supplies</i>	\$750,000	None	Awarded/Kicking Off

\$28.1 million  
in grant  
awards to  
date



# Additional Funding for Support

\*table from 10/17/2023  
Board of Supervisors  
Meeting

NAME/DESCRIPTION	AMOUNT	MATCH	TIMEFRAME
10. California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) Annual Planning Grant <i>Countywide Long-Term Recovery Plan Implementation</i>	\$250,000	None	Awarded/Kicking Off
11. California Department of Housing and Community Development (HCD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Programs <i>Single Family Reconstruction: Owner Occupied Reconstruction Program and Rental Reconstruction and Single-Family Mitigation Set-Aside: Owner Occupied Home Hardening/Defensible Space and Rental Home Hardening/Defensible Space</i>	\$24,408,000	None	Awarded/Kick Off Anticipated 2024
12. FEMA Building Resilient Infrastructure in Communities (BRIC 2022) <i>Plumas County Round Valley Reservoir Climate Adaptation and Nature Based Solutions (NBS) Project Planning &amp; Scoping</i>	\$500,000	10% Prepare CA	Conditional Award/ Under FEMA Review
13. California Energy Commission California Automated Permit Processing Program (Cal-APP) <i>Electric solar permit submittals possible with Plumas County Building Department</i>	\$40,000	None	Application Submitted May 2023
14. Strategic Growth Council (SGC) Community Resilience Center (CRC) Planning Grant <i>Planning monies to design the construction of a neighborhood-level resilience center for</i>	\$500,000	Expected at 10-25%	Application Submitted September 2023
<i>times CRC could include Greenville Library, Greenville Town Hall, General Business &amp; Marketplace Cooperative, Maker Space &amp; Sales Venue, and Community Kitchen &amp; Food Processing uses.</i>			
15. FEMA Hazard Mitigation Grant Program (HMGP) <i>Multi-Jurisdictional Hazard Mitigation Plan Update</i>	\$333,200	10% Prepare CA Match	Application Submitted August 2023
16. FEMA Hazard Mitigation Grant Program (HMGP) <i>Wolf Creek Watershed Flooding Adaptation Advanced Assistance (mitigation for bank stabilization and erosion control) to protect people, property, and infrastructure along Wolf Creek</i>	\$2,500,000	10% Prepare CA Match	Application Submitted August 2023
17. FEMA Hazard Mitigation Grant Program (HMGP) <i>Plumas County Ignition-Resistant Construction (Home Hardening Wildfire &amp; Vegetation Management) and Defensible Space Project</i>	\$2,567,410	10% Prepare CA Match	Application Submitted August 2023

\$5,940,610  
in  
anticipated  
grant awards

Awarded

Awarded

Not Awarded

Awarded

Match Not Awarded – Need  
Local Match Source

Pending Notification from FEMA if  
Awarded – Match is now CDBG-DR  
Funding and Local Sources



# Additional Funding for Support

## WILDFIRE RECOVERY GRANTS AWARDED (1.13.25)

NAME	Type	Total Budget	Grants to Businesses	Grant Labor/Admin	Contracted Labor	Committed/Spent Through Dec 31, 2024	Budget Remaining
CDBG CV2-3 CARES ACT Microenterprise Business Assistance	Econ Dev	\$523,462.00	\$409,462.00	\$44,000.00	\$70,000.00	\$503,936.08	\$19,525.92
CDBG Planning 2022 Annual Grant - Project #1 - LTRP Document Design (Mintier Harnish, contractor)	Planning	\$250,000.00	N/A	\$10,000.00	\$65,000.00	\$25,000.00	\$50,000.00
CDBG Planning 2022 Annual Grant - Project #2 - Housing Study (consultant to be procured through RFP process)	Housing		N/A	\$10,000.00	\$80,000.00	\$0.00	\$80,000.00
CDBG Planning 2022 Annual Grant - Project #3 - Econ Dev Market Study (consultant to be procured through RFP process)	Econ Dev		N/A	\$10,000.00	\$75,000.00	\$0.00	\$75,000.00
CDBG Economic Development 2022 Annual Grant - 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program (Michael Baker International, contractor)	Econ Dev	\$750,000.00	\$567,500.00	\$22,500.00	\$160,000.00	\$175,000.00	\$575,000.00
CDBG-DR ReCoverCA - 4610 FEMA Declared Disaster (Plumas County) - GRAND TOTAL	Housing	\$24,408,000.00					
CDBG-DR ReCoverCA - State HCD Grant Administration - TOTAL		\$1,220,400.00	N/A	HCD/State	HCD/State	UNKNOWN	\$1,220,400.00
CDBG-DR ReCoverCA - Single-Family Reconstruction Program - TOTAL		\$20,162,800.00	N/A	HCD/State	HCD/State	\$20,162,800.00	
CDBG-DR ReCoverCA - Single-Family Reconstruction Program (Average cost to construct \$425k per grant) - SUBTOTAL		\$12,731,994.00	N/A	HCD/State	HCD/State	\$0.00	\$12,731,994.00
CDBG-DR ReCoverCA - Single-Family Reconstruction Program - State HCD is administering with State contractor - cost of contractor, fees, permits, project management, etc. - SUBTOTAL		\$7,430,806.00	N/A	HCD/State	HCD/State	UNKNOWN	\$7,430,806.00
CDBG-DR ReCoverCA - Single-Family Mitigation Retrofits Program - TOTAL		\$3,024,800.00	N/A	HCD/State	HCD/State	\$3,024,800.00	
CDBG-DR ReCoverCA - Single-Family Mitigation Retrofits Program (Average cost to perform home hardening \$75k per grant) - SUBTOTAL		\$1,419,683.00	N/A	HCD/State	HCD/State	\$0.00	\$1,419,683.00
CDBG-DR ReCoverCA - Single-Family Mitigation Retrofits Program - State HCD is administering with State contractor - cost of contractor, fees, permits, project management, etc. - SUBTOTAL		\$1,055,117.00	N/A	HCD/State	HCD/State	UNKNOWN	\$1,055,117.00
Reallocated to HMGP home hardening grant for match and grant administration - SUBTOTAL		\$550,000.00	N/A	HCD/State	HCD/State	\$550,000.00	\$550,000.00
DWR IRWM Prop 1 Round 1 & Round 2 - North Main Water Use Efficiency, Reliability, and Extension Project (Indian Valley Community Services District) (Indian Valley Community Services District and Dig It Construction, contractor)	Infrastructure	\$518,573.00	N/A	\$78,061.00	\$440,512.00	\$518,573.00	\$0.00
FEMA BRIC2022: Plumas County Round Valley Reservoir Climate Adaptation and Nature Based Solutions (NBS) Project Scoping (Indian Valley Community Services District - consultant to be procured through RFQ process)	Infrastructure	\$499,950.00	N/A	\$91,550.00	\$408,400.00	\$40,000.00	\$459,950.00
		<b>\$26,949,985.00</b>	<b>\$976,962.00</b>				





# ReCoverCA Grant Program (CDBG Disaster Recovery)

- Administered through State Housing and Community Development (HCD)
- Home rebuild up to \$500,000
- Fire mitigation for defensible space and home hardening up to \$75,000
- Adjusted income limits from 80% to 120% of area median income



# of Persons in Household	1	2	3	4	5	6	7	8
Plumas County: 120% Area Median Income Limits	\$77,350	\$88,400	\$99,450	\$110,500	\$119,350	\$128,200	\$137,050	\$145,900

# 3. Looking to the future pt. 1

- Many ongoing grants
- Greenville Sheriff Substation at Indian Valley Safety Center
- Discussions have continued around Greenville Town Center
- Energy resilience large topic
  - County engaging – Engie
- Broadband is still in progress
  - “Hut” under design and engineering
  - Proposed location on Hwy 89 at Indian Valley ‘Safety Center’
- Housing – studies and progress
- Plumas County Supporting
  - Reactivation of Plumas County Coordinating Council (PCCC)
  - Dixie Fire Collaborative (DFC)
  - Conservation and Recreation
  - US Forest Service



# 3. Looking to the future pt. 2

1. **Town of Greenville and Canyon Dam 2021 Dixie Fire Recovery and Rebuilding Implementation Strategy and Action Plan Report**
  1. To be released February 2025
  2. Recovery and Rebuilding Implementation Strategy and Action Plan
2. **California Jobs First (formerly CERF) North State Regional Strategies Regional Plan Part 2**
  - a. released January 14, 2025 out for review
  - b. Plumas County is one of 10 counties in North State Plan
3. **Sierra Economic Development District (SEDD) Comprehensive Economic Development Strategy (CEDS) (2023-2027)**
  - a. Released June 2024
  - b. Plumas County is one of 5 counties in the SEDD CEDS
  - c. Vision and Guiding Principles
  - d. Strategy and Action Plan
    - a. Tied to recently approved ARPA funds for Chambers and IVIH



# Economic Development & County Support

- Plumas County Economics Element of the 2035 General Plan
- Board Appointed John Steffanic, Fair Manager as the one point of contact economic development Sierra Buttes Trail Stewardship and Connected communities
- Recent funds to Chambers and Indian Valley Innovation Hub
- Building Rural Economies (BRE) Grant Program with Rural Community Assistance Corp





# Total Funding Post Dixie Fire

- Grants/funds to Businesses =
  - **\$3.04 million**
- Housing and Infrastructure =
  - **\$25.97 million**

**Total = \$29.01 million**



# Settlement totals – Dixie Fire

- Insurance
  - \$2.65 million fund balance as of 1/15/2024
- PG&E Settlement
  - \$10.90 million fund balance as of 1/15/2024
- North State District Attorneys
  - \$17 million to community organizations and special districts

**Total = \$30.55 million**



# Overview – what has been discussed

- Board of Supervisors Meeting of Oct 17, 2023
  - Discussion of unanticipated grant funding support
  - Discussion of PG&E Dixie Fire County settlement and potential recovery funding needs
  - Discussion of insurance funds for County properties lost in Dixie Fire
  - Reviewed County Property Damage – buildings and equipment
  - Reviewed costs associated with immediate needs – housing trailers, rental space, and radio towers
- Goal was to have a wildfire recovery funding plan or policy developed; to-date no policy has been approved by the Board of Supervisors





# Questions that remain

- How can Plumas best develop a plan or policy around the County's available wildfire recovery funding?
- Could the development of a County wildfire recovery funding plan or policy be accomplished with a Board of Supervisors public workshop(s)?
  - Note, a Board of Supervisors special meeting in a public 'workshop' setting with the Dixie Fire Collaborative Steering Committee took place on April 25, 2023, in Greenville to discuss wildfire recovery



- Other





## WILDFIRE RECOVERY GRANTS AWARDED (1.13.25)

<i>NAME</i>	<i>Type</i>	<i>Total Budget</i>	<i>Grants to Businesses</i>	<i>Grant Labor/Admin</i>	<i>Contracted Labor</i>	<i>Committed/Spent Through Dec 31, 2024</i>	<i>Budget Remaining</i>
CDBG CV2-3 CARES ACT Microenterprise Business Assistance	Econ Dev	\$523,462.00	\$409,462.00	\$44,000.00	\$70,000.00	\$503,936.08	\$19,525.92
CDBG Planning 2022 Annual Grant - Project #1 - LTRP Document Design (Mintier Harnish, contractor)	Planning	\$250,000.00	N/A	\$10,000.00	\$65,000.00	\$25,000.00	\$50,000.00
CDBG Planning 2022 Annual Grant - Project #2 - Housing Study (consultant to be procured through RFP process)	Housing		N/A	\$10,000.00	\$80,000.00	\$0.00	\$80,000.00
CDBG Planning 2022 Annual Grant - Project #3 - Econ Dev Market Study (consultant to be procured through RFP process)	Econ Dev		N/A	\$10,000.00	\$75,000.00	\$0.00	\$75,000.00
CDBG Economic Development 2022 Annual Grant - 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program (Michael Baker International, contractor)	Econ Dev	\$750,000.00	\$567,500.00	\$22,500.00	\$160,000.00	\$175,000.00	\$575,000.00
CDBG-DR ReCoverCA - 4610 FEMA Declared Disaster (Plumas County) - GRAND TOTAL	Housing	\$24,408,000.00					
CDBG-DR ReCoverCA - State HCD Grant Administration - TOTAL		\$1,220,400.00	N/A	HCD/State	HCD/State	UNKNOWN	\$1,220,400.00
CDBG-DR ReCoverCA - Single-Family Reconstruction Program - TOTAL		\$20,162,800.00	N/A	HCD/State	HCD/State	\$20,162,800.00	
CDBG-DR ReCoverCA - Single-Family Reconstruction Program (Average cost to construct \$425k per grant) - SUBTOTAL		\$12,731,994.00	N/A	HCD/State	HCD/State	\$0.00	\$12,731,994.00
CDBG-DR ReCoverCA - Single-Family Reconstruction Program - State HCD is administering with State contractor - cost of contractor, fees, permits, project management, etc. - SUBTOTAL		\$7,430,806.00	N/A	HCD/State	HCD/State	UNKNOWN	\$7,430,806.00
CDBG-DR ReCoverCA - Single-Family Mitigation Retrofits Program - TOTAL		\$3,024,800.00	N/A	HCD/State	HCD/State	\$3,024,800.00	
CDBG-DR ReCoverCA - Single-Family Mitigation Retrofits Program (Average cost to perform home hardening \$75k per grant) - SUBTOTAL		\$1,419,683.00	N/A	HCD/State	HCD/State	\$0.00	\$1,419,683.00
CDBG-DR ReCoverCA - Single-Family Mitigation Retrofits Program - State HCD is administering with State contractor - cost of contractor, fees, permits, project management, etc. - SUBTOTAL		\$1,055,117.00	N/A	HCD/State	HCD/State	UNKNOWN	\$1,055,117.00
Reallocated to HMGP home hardening grant for match and grant administration - SUBTOTAL		\$550,000.00	N/A	HCD/State	HCD/State	\$550,000.00	\$550,000.00
DWR IRWM Prop 1 Round 1 & Round 2 - North Main Water Use Efficiency, Reliability, and Extension Project (Indian Valley Community Services District) (Indian Valley Community Services District and Dig It Construction, contractor)	Infrastructure	\$518,573.00	N/A	\$78,061.00	\$440,512.00	\$518,573.00	\$0.00
FEMA BRIC2022: Plumas County Round Valley Reservoir Climate Adaptation and Nature Based Solutions (NBS) Project Scoping (Indian Valley Community Services District - consultant to be procured through RFQ process)	Infrastructure	\$499,950.00	N/A	\$91,550.00	\$408,400.00	\$40,000.00	\$459,950.00
		<b>\$26,949,985.00</b>	<b>\$976,962.00</b>				

**SUMMARY - CDBG CV2-3 Microenterprise Business Assistance Awards**

	<b>ROUND 1</b>	<b>ROUND 2</b>	<b>TOTAL</b>
<i>Spanish Peak Productions</i>	\$974.73	\$3,081.44	\$4,056.17
<i>Young's Market</i>	\$6,883.04	\$43,116.96	\$50,000.00
<i>J Dailey Design</i>	\$454.80	\$1,127.32	\$1,582.12
<i>Pearson Realty</i>	\$7,076.50	\$15,773.34	\$22,849.84
<i>Frank's Garage</i>	\$30,472.68	\$19,527.32	\$50,000.00
<i>Tom Wallick</i>	\$1,353.11	\$4,164.52	\$5,517.63
<i>New to You 2</i>	\$1,725.00	\$6,282.92	\$8,007.92
<i>Wild Plumas</i>	\$7,451.29	\$0.00	\$7,451.29
<i>Mill Valley Energy Partners</i>	\$1,095.88	\$5,070.80	\$6,166.68
<i>Crescent Mills, Inc.</i>	\$10,131.89	\$14,481.71	\$24,613.60
<i>Wolfcreek Woodstoves</i>	\$24,313.72	\$14,186.60	\$38,500.32
<i>Lazzarino Machine Works</i>	\$34,546.71	\$15,453.29	\$50,000.00
<i>A Bit of Beach</i>	\$499.18	\$1,253.93	\$1,753.11
<i>Bucks Lake Lodge</i>	\$30,012.58	\$0.00	\$30,012.58
<i>Neff Automotive</i>	\$2,693.23	\$3,372.10	\$6,065.33
<i>La Porte General Store and Deli</i>	\$21,949.16	\$0.00	\$21,949.16
<i>Armen GES Inc.</i>	\$631.26	\$0.00	\$631.26
<i>Adventure Monkeys</i>	\$1,541.86	\$0.00	\$1,541.86
<i>Jeremy DeOcampo Pump &amp; Well Service, LLC</i>	\$28,763.13	\$0.00	\$28,763.13
<i>Mary Cheek, CPA</i>	\$50,000.00	\$0.00	\$50,000.00
			<b>\$409,462.00</b>

**SUMMARY - CDBG Economic Development 2022 Annual Grant - 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program Awards (through 12/31/24 - funding agreements anticipated to be executed in January 2025)**
**ROLLING BASIS**

<i>Indian Valley Butchers</i>	\$20,000.00
<i>Youngs Market</i>	\$20,000.00
<i>89Main The Way Baby</i>	\$20,000.00
<i>Taylorsville Tavern</i>	\$20,000.00
<i>Region Burger</i>	\$20,000.00
<i>High Sierra Ballet Academy</i>	\$20,000.00
	\$120,000.00

**BALANCE SHEET FOR 2025 7**

FUND: 0055 PG&E DIXIE FIRE SETTLEMENT / SUB-FUND 00000				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	0055010	10100	CASH - OPERATING	.00	10,898,331.38
	TOTAL ASSETS FOR SUB-FUND 00000			.00	10,898,331.38
FUND BALANCE					
	0055030	3000	RESTRICTED (UNDSGN-B)	.00	-10,770,610.11
	0055039	3996	REVENUE CONTROL	.00	-127,721.27
	TOTAL FUND BALANCE FOR SUB-FUND 00000			.00	-10,898,331.38
	TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000			.00	-10,898,331.38
	TOTAL ASSETS FOR FUND 0055			.00	10,898,331.38
	TOTAL LIABILITIES FOR FUND 0055			.00	.00
	TOTAL FUND BALANCE FOR FUND 0055			.00	-10,898,331.38
	TOTAL LIABILITIES + FUND BALANCE FOR 0055			.00	-10,898,331.38

\*\* END OF REPORT - Generated by Martee Nieman \*\*



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Kevin Goss, Supervisor - District 2  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** FOLLOW-UP DISCUSSION FROM DECEMBER 3, 2024: Property Assessed Valuation Tax Increases; discussion and possible direction to staff.

---

**Recommendation:**

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

**Background and Discussion:**

This item was requested to be placed on January 21, 2025 agenda for further discussion, and possible staff direction.

**Action:**

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

**Fiscal Impact:**

No General Fund Impact, discussion only.

**Attachments:**

None



**PLUMAS COUNTY  
HUMAN RESOURCES DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Cyndi Tweedle, Human Resources Analyst II  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Approve and authorize Chair to sign amendment no. 1 to Employee Agreement between Plumas County and Debra Lucero amending Paragraph 6 following subsection h to read "Additional forty (40) hours of vacation leave to be added to CONTRACT EMPLOYEE's vacation leave balance every year on the anniversary of CONTRACT EMPLOYEE's appointment, beginning November 1, 2024"; approved as to form by County Counsel; discussion and possible action.

---

**Recommendation:**

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

**Background and Discussion:**

.

**Action:**

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

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. D Lucero First Amendment to Employment Agreement 4605 FINAL

**FIRST AMENDMENT  
TO EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND DEBRA LUCERO**

This First Amendment to Employment Agreement is made on January 14, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and DEBRA LUCERO ("CONTRACT EMPLOYEE"), who agrees as follows:

1. **Recitals:** This First Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and DEBRA LUCERO have entered into a written Employment Agreement dated September 6, 2022, (the "Agreement"), by which DEBRA LUCERO agreed to provide services to Plumas County as its County Administrative Officer.
  - b. On December 3, 2024, COUNTY's Board of Supervisors met with CONTRACT EMPLOYEE and provided an annual performance evaluation.
  - c. Because of the forgoing considerations, the parties desire to amend the Agreement.
2. **Amendment:** The parties agree to amend the Agreement as follows:
  - a. The following subsection is added to Paragraph 6 following subsection h:
    - i. Additional forty (40) hours of vacation leave to be added to CONTRACT EMPLOYEE's vacation leave balance every year on the anniversary of CONTRACT EMPLOYEE's appointment, beginning November 1, 2024.
3. **Effectiveness of Agreement:** Except as set forth in this Amendment to Employment Agreement, all provisions of the Agreement made September 6, 2022, shall remain unchanged and in full force and effect.

4. **Signatures:**

**COUNTY OF PLUMAS,**  
A political subdivision of the State of California

**CONTRACT EMPLOYEE,**

By: \_\_\_\_\_  
Kevin Goss  
Chair, Board of Supervisors

\_\_\_\_\_  
Debra Lucero  
County Administrative Officer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

Approved as to form:

By: \_\_\_\_\_  
Allen Hiskey, Clerk of the Board

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

Dated: \_\_\_\_\_



## PLUMAS COUNTY BOARD OF SUPERVISORS MEMORANDUM

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

**FROM:** Debra Lucero, County Administrative Officer

**MEETING DATE:** January 21, 2025

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

---

### **Recommendation:**

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

### **Background and Discussion:**

The Plumas Community Development Corporation, PCDC) is the non-profit arm of the Plumas County Community Development Commission. It received its non-profit status in 2021, and it is managed by Roger Diefendorf, Executive Director of the Plumas County Community Development Corporation (PCCDC). This organization will be administering the Down Payment Assistance Program.

The purpose of this request is to help solve the acute housing crisis that exists in Plumas County, and particularly in the burn scar 'target areas of Indian Valley'. The Program is part of several housing incentives being considered in Plumas County, including Homeowner Rehabilitation Programs, The Almanor Foundation's 'Lease-to-Purchase' program, the Golden State Finance Authority's Down Payment Assistance Program, and more.

Considerable research has gone into these regional solutions that have worked well in solving the housing crisis in California. Jobs cannot be filled, and economic development will be hamstrung until our housing crisis is solved, according to the Plumas County CEDS (Comprehensive Economic Development Strategy). "Rooftops drive retail" everywhere, but especially in wildfire recovery communities.

Down Payment Assistance Programs have proven to be very successful in the North State. They have assisted in making Paradise, CA, the fastest growing City in California for the last two years. The Mountain Housing Council in Truckee, CA, has been a key solution to solving workforce housing in Truckee and Housing Council staff will provide a testimonial on the merits of the program during this presentation. Housing has (is) always been the first of the three-legged stool of economic development:

1. Affordable and accessible housing
2. Good jobs and strong businesses
3. Infrastructure that enhances the quality of life.

## HOW THE PROGRAM WOULD WORK:

Plumas Community Development Corporation (PCDC) would issue grants in amounts of approximately \$50,000 to each eligible family to put toward the purchase of an existing or newly built home. PCDC will be using many of the same grant requirements utilized by the Town of Paradise. PCDC will follow all of the Low and Very-Low AMI requirements set by the CA Department of Housing and Community Development as well as look at 80% to 120% of AMI which typically represents workforce development income levels.

The impact of this request would result in \$800,000 to be allotted in grants of \$50,000 to 16 families. Using the average of 3.17 members per U.S. family, this program could result in:

- Approximately 50 new people.
- Approximately 25 new students, each bringing \$10,500 to the School District from the State of California, or approximately \$262,500 per year to the School District and or Charter School.
- Approximately \$65,000+ in new property taxes to Plumas County every year.
- Over \$1 million in disposable income every year based on the current Annual Median Household Income in Plumas County.

### Section 6932. 2024 Income Limits

Number of Persons in Household:	1	2	3	4	5	6	7	8
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Last page instructs how to use income limits to determine applicant eligibility and calculate affordable housing cost and rent

Plumas County Area Median Income: \$92,400	Acutely Low	9700	11100	12450	13850	14950	16050	17150	18300
	Extremely Low	19400	22150	25820	31200	36580	41960	47340	52720
	Very Low Income	32250	36850	41450	46050	49750	53450	57150	60800
	Low Income	51600	59000	66350	73700	79600	85500	91400	97300
	<b>Median Income</b>	64700	73900	83150	<b>92400</b>	99800	107200	114600	121950
	Moderate Income	77650	88700	99800	110900	119750	128650	137500	146400

The model home considered is a 2-bedroom 1,000 square-foot starter home, with a 500 square-foot attached ADU that can be used to rent out in order to reduce the new family's mortgage payment. This model will allow for an easy conversion to a 3-bedroom home as the family expands. Several contractors in Indian Valley will attest that these homes could be built for approximately \$350 to \$375 per square foot.

The Program will be marketed through press releases inside and outside Plumas County, Social Media posts, advertising by anchor institutions looking for workforce housing, efforts by County Chambers and the Plumas County Tourism, notices by auxiliary groups, contactors, real estate companies, and advertising to major urban centers in the region, including Reno, Sacramento, the Bay Area, Redding, Chico, and Truckee-Tahoe, where housing challenges are driving families to more affordable, smaller, and safer communities.

Receiving this allocation would greatly increase the potential of an additional \$2 million by a local grant for Housing Assistance. In addition, PCDC will apply to CalHome for additional mortgage assistance with the hope of 'building up or stacking' the Down Payment Assistance Fund reserves from \$3 million to \$5 million.

This program will be administered by Roger Diefendorf, who has 10 years of managing Section 8 Housing programs for Plumas, Lassen, Sierra, and Tehama Counties. Roger has 52 years of legal experience as a current lawyer, including real property issues and construction law. He is very knowledgeable with HUD Housing guidelines and also with the Lassen, Plumas, Sierra Community Action Agency that deals with basic community needs.

Roger anticipates getting the program up and running by April 2025, and said he can start making grant applications by May of 2025. His goal is to fill the 16 grant opportunities within a year to 1 ½ years. With additional monies, the goal will be to give 20 to 30 grants per year for Down Payment Assistance for the next 3



to 5 years. The hope is to reverse the declining population in Plumas County with a growing number of young families and entrepreneurs that will put kids in our schools, customers in our stores, and new blood to build thriving businesses.

A testimonial will be given by Heidi Volkhardt Allstead, executive director of the Truckee Tahoe Workforce Housing Agency. A video of the Mountain Housing Council of the Truckee Tahoe Community Foundation was sent to Board members recently by Clint Koble, that Heidi will explain.

Finally, it is our hope that this program and other programs advocated by the Plumas County Housing Council will provide a “stronger together approach” in solving the housing crisis and the population decline in Plumas County.

**Action:**

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

**Four/Fifths roll call vote.**

**Fiscal Impact:**

No General Fund Impact, to be funded out of PG&E funds for grants.

**Attachments:**

1. PG&E Settlement Fund 0055\_Details
2. PG&E SETTLEMENT DOC 1\_17\_25

**BALANCE SHEET FOR 2025 7**

FUND: 0055 PG&E DIXIE FIRE SETTLEMENT / SUB-FUND 00000				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	0055010	10100	CASH - OPERATING	.00	10,898,331.38
			TOTAL ASSETS FOR SUB-FUND 00000	.00	10,898,331.38
FUND BALANCE					
	0055030	3000	RESTRICTED (UNDSGN-B)	.00	-10,770,610.11
	0055039	3996	REVENUE CONTROL	.00	-127,721.27
			TOTAL FUND BALANCE FOR SUB-FUND 00000	.00	-10,898,331.38
			TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000	.00	-10,898,331.38
			TOTAL ASSETS FOR FUND 0055	.00	10,898,331.38
			TOTAL LIABILITIES FOR FUND 0055	.00	.00
			TOTAL FUND BALANCE FOR FUND 0055	.00	-10,898,331.38
			TOTAL LIABILITIES + FUND BALANCE FOR 0055	.00	-10,898,331.38

\*\* END OF REPORT - Generated by Martee Nieman \*\*

## PG&E Settlement Fund Details

\$10,898,331.38 - Fund Balance as of 1/15/25

- \$190,451.68 - Restricted funds to be paid out to CalOES
- \$2,285,456.11 - Restricted funds to be paid out to FEMA
- \$26,811.40 - Transfer to County Departments - Status: PENDING

The unrestricted fund balance is \$8,395,612.19; this includes interest:

FY23/24: \$395,055.25

FY24/25: \$127,721.27 (First quarter only)

- \$10,000 expenditure for Feral Cat Spay/Neuter Program

PG&E Settlement & Dixie Fire Insurance Re-Cap		
<b>REVENUE RECEIVED</b>	<b>AMOUNT</b>	
Dixie Fire Insurance Settlement	\$2,671,296.18	
<b>APPROPRIATED</b>		
Greenville Safety Center	\$1,500,000.00	
<b>Balance of Dixie Fire Insurance</b>	<b>\$1,171,296.18</b>	
<b>REVENUE RECEIVED</b>	<b>AMOUNT</b>	
PG&E Settlement Fund	\$10,898,331.38	
<b>RESTRICTED</b>		
Restricted to CalOES	\$190,451.68	
Restricted to FEMA	\$2,285,456.11	
Transfer to County Depts. PENDING	\$26,811.40	
<b>PROPOSED</b>	<b>\$500,000.00</b>	
<b>Subtotal of Restricted/Proposed</b>	<b>\$3,002,719.19</b>	
<b>Subtotal: PG&amp;E Settlement Fund as shown above</b>	<b>\$7,895,612.19</b>	
<b>Reimbursements to County as shown below</b>	<b>\$6,467,879.36</b>	
<b>Balance of PG&amp;E Settlement Fund</b>	<b>\$1,427,732.83</b>	

UNREIMBURSED EXPENDITURES TO COUNTY OF PLUMASA		DESCRIPTION						
	Estimated Costs							
Public Works	\$650,000.00	Roads, engineering, administration of projects						
Sheriffs Department	\$44,344.00	Substation rent						
	\$4,053.36	FY22/23, FY23/24 and to date - Water, sewer, utilities for rented substation and burned-out substation						
	\$150,000.00	Radio Tower replacement equipment due to aging infrastructure; possible to use Title III						
County Administrative Office	\$669,000.00	Arcadis contract to collect insurance, write mitigation grants						
	\$221,000.00	Environmental work in burn scar - primarily Greenville						
Risk Management/OES	\$75,000.00	After-Action Report & Needs Assessment						
DFC Coordinator - Grant Mgr/Writer	\$450,000.00	Writer/grant manager to assist with hazard mitigation, rebuild, community - 3 years						
Facility Services	\$204,482.00	Utilities, rent, garbage, water testing, porta-potties, electricity, pumping of septic for Greenville Trailers; manpower - 3x a week visit						
	<b>TOTAL UNREIMBURSED</b>	<b>\$2,467,879.36</b>						
<b>REBUILD OF COUNTY ASSETS</b>								
County Rebuild in Greenville	Safety Center	\$6.5 million Sheriff's Substation - Safety Ctr - Pre-construction with the County supplying \$1.5 million						
	Town Hall	No estimate: Town Hall - Community Resource Center - Preparation, Engineering, Plans, Materials						
	Library	No estimate: Library - Preparation, Engineering, Plans, Materials						
<b>PROPOSED SET-ASIDES FOR COUNTY OF PLUMASA</b>								
Match for Grants/Opportunities	\$2,000,000.00							
Investment	\$2,000,000.00							
	<b>TOTAL RECOMMENDED</b>	<b>\$4,000,000</b>						
	<b>TOTAL REIMBURSEMENT/RECOMMENDATION</b>	<b>\$6,467,879.36</b>						
	<b>BALANCE OF PG&amp;E SETTLEMENT</b>	<b>\$1,427,732.83</b>						



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Allen Hiskey, Clerk of the Board  
**MEETING DATE:** January 21, 2025  
**SUBJECT:** Appoint Elizabeth Ramsey to the Plumas County Fish and Game Commission representing District 2 for a period of one-year beginning January 21, 2025; discussion and possible action.

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**Recommendation:**

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

**Background and Discussion:**

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

**Action:**

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

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. Ramsey District 2 12125

# **BOARD OF SUPERVISORS**

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DWIGHT CERESOLA, DISTRICT 1  
KEVIN GOSS, CHAIR, DISTRICT 2  
THOMAS MCGOWAN, DISTRICT 3  
MIMI HALL, VICE-CHAIR, DISTRICT 4  
JEFF ENGEL, DISTRICT 5



January 21, 2025

Elizabeth Ramsey  
296 Chandler Road  
Quincy, CA 95971

Re: Appointment to the Plumas County Fish and Game Commission representing District 2

Ms. Elizabeth Ramsey,

On January 21, 2025, the Board of Supervisors appointed you to the Plumas County Fish and Game Commission to represent District No. 2 for a one-year period beginning January 21, 2025.

Plumas County and the Board would like to thank you for your commitment to serving as a member of this Board.

Sincerely,

Kevin Goss, Chair  
Plumas County Board of Supervisors

