



**Board of Supervisors**

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

**AGENDA FOR REGULAR MEETING  
DECEMBER 5, 2023 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. UPDATES AND REPORTS**

#### **A. DISASTER RECOVERY OPERATIONS**

Report and update Dixie Fire Recovery efforts; receive report and discussion

#### **B. BUSINESS AND ECONOMIC RECOVERY**

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

#### **C. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative efforts

#### **D. US FOREST SERVICE**

Report and update.

**E. MUNIS HR/PAYROLL MODULE UPDATE**

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

**F. COUNTY TREASURER'S REPORT**

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

**G. FINANCIAL/AUDIT REPORT**

- 1) Report from County Departments regarding the County's financial and audit status

**2. CONSENT AGENDA**

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

**A. CLERK OF THE BOARD**

- 1) Approve the Meeting Minutes for all meetings held in November of 2023, as submitted. [View item](#)

**B. BEHAVIORAL HEALTH**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Pitney Bowes for a postage machine; effective November 1, 2023; not to exceed \$5,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel. [View item](#)
- 2) Approve and authorize Chair to sign and ratify the first amendment to the agreement between Plumas County Behavioral Health and Crestwood Behavioral Health to continue providing mental health recovery services to Plumas County referrals, increasing compensation from \$165,000.00 to \$315,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel. [View item](#)
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Corcom Communications for telecommunications provider; effective July 1, 2023; not to exceed \$82,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel. [View item](#)

**C. PUBLIC HEALTH AGENCY**

- 1) Adopt **RESOLUTION** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560; Nursing series; (No General Fund Impact) grant funded; approved as to form by County Counsel. **Roll call vote** [View item](#)
- 2) Adopt **RESOLUTION** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560; Health Education series; (No General Fund Impact) grant funded; approved as to form by County Counsel. **Roll call vote** [View item](#)
- 3) Adopt **RESOLUTION** to receive one-time federal passthrough award AP-2324-03 in the amount of \$490,770 and approve subcontract number AP 2324-03 S012 from Chico State Enterprises required to receive the grant; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote** [View item](#)

**D. COUNTY COUNSEL**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Attorney Linda Judge to provide legal representation to conservatees and proposed conservatees in probate and L.P.S. proceedings; effective November 13, 2023; not to exceed \$1,150 per month or \$13,800.00 per year; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel. [View item](#)

## **E. PUBLIC WORKS**

- 1) Approve and authorize the Public Works/Road Department to recruit and fill, funded and allocated, vacant one (1) FTE Equipment Service Worker position in the Quincy Maintenance Shop; (No General Fund Impact) position funded by road fund/gas tax. [View item](#)

## **F. HUMAN RESOURCES**

- 1) Approve and authorize Human Resources to recruit and fill, funded one (1) Extra Help Clerk position; (General Fund Impact) as approved in FY23/24 budget. [View item](#)

## **3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

### **A. ADJOURN AS THE BOARD OF SUPERVISORS**

### **B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD**

- 1) Approve and authorize Chair to sign Amendment No. 2 to the MOU between Plumas County/Beckwourth CSA and the Golden State Finance Authority for Extension of an Existing \$100,000 Loan Repayment to April 12, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. [View item](#)
- 2) Approve and authorize Beckwourth Community Service Area to pay Jet Plumbing a non-contract invoice in the amount of \$1,982.17 and Plumas Sanitation a non-contract invoice in the amount of \$9,390 for pump station issues; (No General Fund Impact); discussion and possible action. [View item](#)

### **C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD**

### **D. CONVENE AS THE WALKER RANCH COMMUNITY SERVICE DISTRICT GOVERNING BOARD**

- 1) Approve and authorize Chair to sign Change Order No. 1 to construction agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc. to locate existing excavations that posed a danger; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. [View item](#)
- 2) Approve and authorize Chair to sign first amendment to agreement between Walker Ranch CSD and Bequette & Kimmel Accountancy Corporation, providing accounting services; effective December 5, 2023; extending term 3 years and increasing the compensation by \$26,000; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. [View item](#)

### **E. ADJOURN AS THE WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS**

## **4. DEPARTMENTAL MATTERS**

### **A. SHERIFF'S OFFICE** - Todd Johns

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and PTS Solutions Inc. for CAD (dispatch), reporting and Jail Management; effective June 1, 2023; not to exceed \$176,309.55; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action. [View item](#)

**B. BEHAVIORAL HEALTH** - Sharon Sousa

- 1) Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$31,753.69 for outpatient psychiatric services; (No General Fund Impact) grant funded; discussion and possible action. [View item](#)
- 2) Adopt **RESOLUTION** Deferring Implementation of the Changes made to Welfare and Institutions Code Section 5008 by Senate Bill 43 (2023-2024 Reg Session); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View item](#)

**C. PUBLIC WORKS** - John Mannle

- 1) Clarification of October 17, 2023; approved agenda item authorizing the Department of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts; stipulating that these workers can be scheduled in excess of 40 hours per week depending on weather conditions; discussion and possible action. [View item](#)

**D. PUBLIC HEALTH AGENCY** - Dana Krinsky

- 1) Authorize the Interim Director of Public Health to hire at the Step 4 level for the position of Emergency Preparedness Coordinator (EPC); discussion and possible action. [View item](#)

**E. COUNTY COUNSEL** - Sara James

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC for employment related investigations; effective November 21, 2023; not to exceed \$50,000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote** [View item](#)

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

- A. County Administrative Officer's Report [View item](#)

**6. BOARD OF SUPERVISORS**

- A. Chester Fire Department - informational announcement; discussion and possible staff direction.
- B. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; recommendation to continue the emergency and bring it back within 30 days, on January 2, 2024; discussion and possible action. [View item](#)
- C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on January 16, 2024; discussion and possible action. [View item](#)
- D. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring it back within 60 days, on January 16, 2024; discussion and possible action. [View item](#)

**E. APPOINTMENTS**

- 1) Appoint Amanda Higgins to the Greenhorn Community Services District Board for a term of (1) one year, as recommended. [View item](#)
- 2) Appoint Judy Hardig to the Chester Cemetery District Board of Directors, for a term of (4) four years, as recommended. [View item](#)

**F. CORRESPONDENCE**

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

**7. CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. **Time Certain 1:00 P.M.:** Personnel: Public employee appointment or employment - Director of Public Health
- B. **Time Certain 2:00 P.M.:** Personnel: Public employee appointment or employment - Building Director
- C. **Time Certain 3:00 P.M.:** Personnel: Public employee appointment or employment - Building Director
- D. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
  2. Behavioral Health Director
  3. Building Services Director
  4. Chief Probation Officer
  5. Child Support Services Director
  6. County Administrative Officer
  7. County Counsel
  8. Environmental Health Director
  9. Facility Services Director
  10. Fair Manager
  11. Human Resources Director
  12. Information Technology Director
  13. Library Director
  14. Museum Director
  15. Planning Director
  16. Public Health Director
  17. Public Works Director
  18. Risk & Safety Manager
  19. Social Services Director
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) (1 case) of Government Code Section 54956.9 [View item](#)
- G. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC; OAH No. 2021010772
- H. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070
- J. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – People of the State of California v. Nancy Selvage, Superior court of the State of California, Case No. F23-00547

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

**8. ADJOURNMENT**

Adjourn meeting to Tuesday, December 12, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
CLERK OF THE BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Allen Hiskey, Clerk of the Board  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Approve the Meeting Minutes for all meetings held in November of 2023, as submitted.

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**Recommendation:**

Approve the attached Board of Supervisors Meeting Minutes for Meeting minutes for the month of November 2023 as submitted.

**Background and Discussion:**

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**Action:**

The Clerk of the Board respectfully requests that the Board of Supervisors approve the attached Board of Supervisors Meeting Minutes for all Meeting Minutes for the month of November 2023, as submitted.

**Fiscal Impact:**

No General Impact.

**Attachments:**

1. Minutes 11-7-2023
2. Minutes 11-14-2023
3. Minutes 11-21-2023





### **Board of Supervisors**

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

### **MEETING MINUTES**

## **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON NOVEMBER 7, 2023**

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### **STANDING ORDERS**

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

#### **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**

#### **Roll Call.**

**Present:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

### **PLEDGE OF ALLEGIANCE**

Allen Hiskey, Clerk of the Board, led the Pledge of Allegiance.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

Supervisor Goss has requested that Item 3.B.1. be removed from the consent agenda and placed on departmental matters for discussion.

### **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.

George T. - offered short prayer

Kim C. - offered comments on Halloween traffic

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

John Mannle, Director of Public Works - discussed IMD rates, solid waste is working on it, and should bring it back to the Board by January 2024

Dana Krinsky, Interim Director of Public Health - Emergency Preparation Division, active shooter drill, flu clinic, HIV and county needs, tobacco use reduction program, opioid settlement compliance reporting/internal grant opportunities

## ACTION AGENDA

### 1. UPDATES AND REPORTS

#### A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

Lara W. of IVIH reported on community platform directory app, [lender/contractor roundtable meeting](#), and the NORCAL PCAT

#### B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No report

#### C. US FOREST SERVICE - US FOREST SERVICE

Report and update.

No report

#### D. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero reported on training and the need for all departments to work together to move forward

### 2. RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)

A. **Presentation:** RCRC's strategic plan and work of affiliate entities - Craig Ferguson

### 3. CONSENT AGENDA

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

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

#### A. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in October of 2023, as submitted.

## **B. HUMAN RESOURCES**

- 1) Adopt **RESOLUTION** to adopt Plumas County's Pay Schedule; approving new job classification wage ranges for the OE3 General Unit (Resolution No. 2023-8857) and Mid-Management & Supervisors Unit (Resolution No. 2023-8858), and the Sheriff's Employees Association Sheriff's Department Unit and Sheriff's Mid-Management Unit (Resolution No. 2023-8865); (No General Fund Impact). **Roll call vote**

Supervisor Goss removed this item from consent agenda to departmental matters for discussion. Sheriff Johns made comment in regards to several employees positions/wages.

**Motion:** Adopt [RESOLUTION No. 23-8868](#) to adopt Plumas County's Pay Schedule; approving new job classification wage ranges for the OE3 General Unit (Resolution No. 2023-8857) and Mid-Management & Supervisors Unit (Resolution No. 2023-8858), and the Sheriff's Employees Association Sheriff's Department Unit and Sheriff's Mid-Management Unit (Resolution No. 2023-8865); (No General Fund Impact). **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## **C. FACILITY SERVICES**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Dig It Construction, Inc for snow removal services for parking lots at the County's Chester facilities; effective 11/1/2023; not to exceed \$15,000; (General Fund impact) as approved in FY23/24 budget; approved as to form by County Counsel.

## **D. AGRICULTURE WEIGHTS & MEASURES**

- 1) Approve and authorize Agricultural Weights & Measures - Management Analyst to switch to a four-day work week, pursuant to section 3.09 of the General Unit's MOU; effective 11/13/23.

## **E. PUBLIC WORKS**

- 1) Approve and authorize the Department of Public Works to recruit and fill, funded and allocated, vacant **One (1)** FTE Road Maintenance Worker position in the Graeagle Maintenance District; (No General Fund Impact).

## **F. SOLID WASTE**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Solid Waste and Novah Electric for repairs to the East Quincy Transfer Station light fixtures; effective November 7, 2023; not to exceed \$14,830.00; (No General Fund Impact); approved as to form by County Counsel.

## **G. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Chesley D. Pence Jr. dba Chillergy to provide maintenance and repairs on the refrigerators and freezers at the Senior Nutrition Sites; effective July 1, 2023; not to exceed \$5,000.00; (No General Fund Impact); approved as to form by County Counsel.
  
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Siskiyou County Health and Human Service Agency Health Division to provide services related to the Ryan White Part C Program; effective April 1, 2023; not to exceed \$20,650.00; (No General Fund Impact); approved as to form by County Counsel.

## **4. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

### **A. ADJOURN AS BOARD OF SUPERVISORS AND CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD**

- 1) Approve and authorize Beckwourth County Service Area to pay Plumas Sanitation & Jet Plumbing, a non-contract invoice, in the amount of \$9,620.00 and \$1,967.07 respectively, for Emergency Repairs of BCSA Sewer Pump; (No General Fund Impact) out of budget but BCSA funds available; discussion and possible action.

**Motion:** Approve and authorize Beckwourth County Service Area to pay Plumas Sanitation & Jet Plumbing, a non-contract invoice, in the amount of \$9,620.00 and \$1,967.07 respectively, for Emergency Repairs of BCSA Sewer Pump; (No General Fund Impact) out of budget but BCSA funds available; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### **B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD**

### **C. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT.**

- 1) Approve and authorize Chair to sign Amendment 20 to an agreement between Plumas County Flood Control and State of California Department of Water Resources; effective November 7,

2023; (No General Fund Impact); approved as to form by County Counsel.

**Motion:** Approve and authorize Chair to sign Amendment 20 to an agreement between Plumas County Flood Control and State of California Department of Water Resources; effective November 7, 2023; (No General Fund Impact); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Plumas County Drought Task Force and drought resilience plan; discussion and possible action.

John Mannle discussed this item, there will be representatives from flood control district, environmental health, and local office of emergency services; meetings will be on a quarterly schedule.

**Motion:** Plumas County Drought Task Force and drought resilience plan; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**D. ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT AND RECONVENE AS BOARD OF SUPERVISORS**

**5. DEPARTMENTAL MATTERS**

**A. SHERIFF'S DEPARTMENT** - Todd Johns

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Lassen County Sheriff's Office for care and custody of Plumas County inmates; effective at final signature; (General Fund Impact) depends on whether or not inmates are being housed; discussion and possible action.

**Motion:** Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Lassen County Sheriff's Office for care and custody of Plumas County inmates; effective at final signature; (General Fund Impact) depends on whether or not inmates are being housed; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve and authorize the Chair to sign an agreement between Plumas County Sheriff's Office and Digitalpath to provide rope access technicians and ground personnel for emergency work, repairs, equipment relocation or installation and related activities on radio towers as needed by Plumas County; effective November 1, 2023; not to exceed \$50,000.00; (No General Fund Impact) contract paid through Communication Grant Funds; (General Fund Impact) for emergency services only; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign an agreement between Plumas County Sheriff's Office and Digitalpath to provide rope access technicians and ground personnel for emergency work, repairs, equipment relocation or installation and related activities on radio towers as needed by Plumas County; effective November 1, 2023; not to exceed \$50,000.00; (No General Fund Impact) contract paid through Communication Grant Funds; (General Fund Impact) for emergency services only; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## **B. BEHAVIORAL HEALTH - Sharon Sousa**

- 1) Adopt **RESOLUTION** to authorize the Plumas County Behavioral Health Director to sign Memorandum of Understanding with California Mental Health Services Authority, CalMHSA and Department of State Hospitals, DHS, for the state hospital bed program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt [RESOLUTION No. 23-8869](#) to authorize the Plumas County Behavioral Health Director to sign Memorandum of Understanding with California Mental Health Services Authority, CalMHSA and Department of State Hospitals, DHS, for the state hospital bed program; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## **C. PUBLIC HEALTH AGENCY - Dana Krinsky**

- 1) Approve and authorize Chair to sign and ratify an agreement between Plumas County Public Health Agency and Plumas Hospital District to provide a Nurse Midwife to assist Public Health in providing services to its patients on a part-time basis; effective September 1, 2023; One Hundred Dollars (\$100.00) per hour not to exceed Forty (40) hours a week; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize Chair to sign and ratify an agreement between Plumas County Public Health Agency and Plumas Hospital District to provide a Nurse Midwife to assist Public Health in providing services to its patients on a part-time basis; effective September 1, 2023; One Hundred Dollars (\$100.00) per hour not to exceed Forty (40) hours a week; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) **Presentation:** 2024 Medi-Cal Transition presented by Dustin Lyda, Director of Communications and Government Affairs Communications Department, Partnership HealthPlan of California.

- 3) **Presentation:** Plumas County Veterans Services presented by Bill Cook, Veterans Services Officer, Plumas County Veteran Services.

Chair Hagwood read a letter recognizing [Richard Fletcher](#) (Quincy Businessman), and a retired US Army First Sergeant on his military service.

**D. ENVIRONMENTAL HEALTH - Rob Robinette**

- 1) Approve and authorize Chair to sign a Second amendment to the agreement between Plumas County Environmental Health and California Association of Environmental Health Administrators (CAEHA) for emergency staffing services to continue to manage debris removal; extending term through June 30, 2024; (General Fund Impact) no additional funds needed; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize Chair to sign a Second amendment to the agreement between Plumas County Environmental Health and California Association of Environmental Health Administrators (CAEHA) for emergency staffing services to continue to manage debris removal; extending term through June 30, 2024; (General Fund Impact) no additional funds needed; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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

- A. County Administrative Officer's Report

CAO Lucero [reported](#)

**7. BOARD OF SUPERVISORS**

- A. PG&E/Dixie Fire settlement funds; discussion and possible action

CAO Lucero presented/reported on previous discussions nothing has changed.

Chair Hagwood stated that we need to take our time, and continue discussion, and include public.

Supervisor Goss agrees to take our time with decisions on these matters.

Public comment - agreeing with taking the time, and possible community meetings in each affected area.

- B. Adopt **RESOLUTION** to honor individuals who have served in the armed forces; Operation Green Light - November 5th through November 11th; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt [RESOLUTION No. 23-8870](#) to honor individuals who have served in the armed forces; Operation Green Light - November 5th through November 11th; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- C. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 5, 2023; discussion and possible action.



**Motion:** Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on December 5, 2023; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.  
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).  
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

#### **D. APPOINTMENTS**

- 1) Representing California's Rural Counties - select Delegate and Alternate for the 2024 RCRC Board of Directors; currently Supervisor Goss and Supervisor Engel.

**Motion:** Representing California's Rural Counties - select Delegate and Alternate for the 2024 RCRC Board of Directors; Delegate - Kevin Goss, Alternate - Tom McGowan, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Golden State Finance Authority - select Delegate and Alternate for GSFA Board of Directors; currently Supervisor Goss and Supervisor Engel.

**Motion:** Golden State Finance Authority - select Delegate and Alternate for GSFA Board of Directors; currently Supervisor Goss and Supervisor Engel. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Golden State Connect Authority - select Delegate and Alternate for 2024 GSCA Board of Directors; currently Supervisor Goss and Supervisor Engel.

**Motion:** Golden State Connect Authority - select Delegate and Alternate for 2024 GSCA Board of Directors; currently Supervisor Goss and Supervisor Engel. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

#### **E. CORRESPONDENCE**

Supervisor Goss received correspondence regarding PG&E Settlement Funds.

Supervisor Hagwood received correspondence regarding Dame Shirley Plaza.

Supervisor Engel received correspondence regarding Grizzly Lake CSD. noise ordinance, C Road HOA/EPRFPD

Supervisor McGowan received correspondence regarding Dame Shirley Plaza.

Supervisor Ceresola received no correspondence

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

Reported by Supervisor Hagwood regarding matters related to County Government and include Planning Commission.

Reported by Supervisor McGowan regarding matters related to County Government and include PG&E Emergency Action plan meeting regarding Canyon Dam/Lake Almanor dam failure, NORTEC.

Reported by Supervisor Goss regarding matters related to County Government and include PCCC Meeting, LAFco conference.

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

Reported by Supervisor Ceresola regarding matters related to County Government and include First 5 Meeting, wolf professional, fire protection.

**8. CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
  2. Behavioral Health Director
  3. Building Services Director
  4. Chief Probation Officer
  5. Child Support Services Director
  6. County Administrative Officer
  7. County Counsel
  8. Environmental Health Director
  9. Facility Services Director
  10. Fair Manager
  11. Human Resources Director
  12. Information Technology Director
  13. Library Director
  14. Museum Director
  15. Planning Director
  16. Public Health Director
  17. Public Works Director
  18. Risk & Safety Manager
  19. Social Services Director
- B. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program

Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020- 00283112

- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215
  
- E. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
  
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) (3 cases) and (e)(2) (1 case) of Government Code Section 54956.9
  
- G. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

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

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

#### **9. ADJOURNMENT**

Adjourned meeting to Tuesday, November 14, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



### **Board of Supervisors**

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

### **MEETING MINUTES**

## **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON NOVEMBER 14, 2023**

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### **STANDING ORDERS**

#### **Live Stream of Meeting**

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

#### **ZOOM Participation**

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

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

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

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

## **CALL TO ORDER**

### **Roll Call.**

**Present:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

**Absent:** Supervisor - District 3 McGowan

## **PLEDGE OF ALLEGIANCE**

Marcy DeMartile led the Pledge of Allegiance.

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

There are no additions or deletions to the agenda.

## **PUBLIC COMMENT OPPORTUNITY**

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

Zoom; Lindsay - commented on IMD recycling processes.

Zoom; David R. - commented on noise issues at Chalet View Lodge, requested possible noise ordinance.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

Clerk Recorder DeMartile - announced wrapping up the 2023 uniform district elections: no party preference cross-over forms; candidate filing period November 13th through December 8th 5:00pm: preparing for new safety procedures for incoming mail.

Interim Librarian McKay - announced two programs: computer classes, and book giveaway for crafts.

IT Sylvia - announced Plumas County website will be down from 8-12 on Friday November 17, 2023.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

#### **A. DISASTER RECOVERY OPERATIONS**

Report and update Dixie Fire Recovery efforts; receive report and discussion

No reports or updates.

#### **B. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative efforts

Patrick - reported on potential rebuild plans/guidebook: IFWD water assessment program.

Lara - reported on IVIH business resource directory, and what will be in there: DFC meeting this weekend with multiple organizations to present and share.

#### **C. US FOREST SERVICE**

No reports or updates.

**D. MUNIS HR/PAYROLL MODULE UPDATE**

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

Discussed during item 3.C.1

**E. NOAA/ NATIONAL WEATHER SERVICE - RENO**

Dawn Johnson reported on the weather.

**2. CONSENT AGENDA**

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

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel. **Absent:** Supervisor - District 3 McGowan.

**A. PUBLIC WORKS**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Centric Concrete, Inc. to construct the Quincy non-motorized transportation hub; effective November 14, 2023; not to exceed \$47,200; (No General Fund Impact); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Terra West Pacific to landscape the Quincy non-motorized transportation hub; effective November 14, 2023; not to exceed \$14,123; (No General Fund Impact), approved as to form by County Counsel.

**B. BUILDING DEPARTMENT**

- 1) Approve and authorize the Building Department to recruit and fill, funded and allocated, vacant 1 (one) FTE Permit Technician; (General Fund Impact) as approved in FY23/24 budget.

**C. PUBLIC HEALTH AGENCY**

- 1) Adopt **RESOLUTION** to Amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70559; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

**Motion:** Adopt [RESOLUTION No. 23-8871](#) to Amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70559; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel. **Absent:** Supervisor - District 3 McGowan

- 2) Adopt **RESOLUTION** to Amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70561, 70566, and 70560; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

**Motion:** Adopt [RESOLUTION No. 23-8872](#) to Amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70561, 70566, and 70560; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel. **Absent:** Supervisor - District 3 McGowan

- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Aztute Corporation for providing Software Services; effective October 1, 2023; not to exceed \$15,737.00; (No General Fund Impact); approved as to form by County Counsel.

### 3. DEPARTMENTAL MATTERS

#### A. PLUMAS COUNTY LIBRARY - Sharon McKay

- 1) Adopt **RESOLUTION** updating established county office hours for Plumas County Library; amending hours for the Greenville Library location; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

**Motion:** Adopt [RESOLUTION No. 23-8873](#) updating established county office hours for Plumas County Library; amending hours for the Greenville Library location; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote., Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel. **Absent:** Supervisor - District 3 McGowan.

#### B. HUMAN RESOURCES - Nancy Selvage

- 1) Approve and authorize Chair to sign an agreement between Plumas County Human Resources and ClientFirst Consulting Group, LLC; effective 11/14/2023; not to exceed \$50,000; (General Fund Impact) not a budgeted item; approved as to form by County Counsel; discussion and possible action.

COA Lucero discussed using LATCF funding.

**Motion:** Approve and authorize Chair to sign an agreement between Plumas County Human Resources and ClientFirst Consulting Group, LLC; effective 11/14/2023; not to exceed \$50,000; (General Fund Impact) not a budgeted item; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel. **Absent:** Supervisor - District 3 McGowan.

**C. AUDITOR-CONTROLLER** - Martee Nieman (Graham)

- 1) Trindel Insurance Fund; discussion and possible action.

Auditor-Controller Graham discussed [item](#).

Zoom - public comment asking about monies and investment/interest.

**Motion:** Trindel Insurance Fund monies to be transferred into Board of Supervisors budget. **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel. **Absent:** Supervisor - District 3 McGowan.

**D. SHERIFF'S DEPARTMENT** - Todd Johns

- 1) Undersheriff contract and wages; discussion and possible action.

Zoom - Leslie public comments requesting the Board to act now.

**Motion:** Accept option #2 as recommended by Sheriff Johns, with stipulation to amend Undersheriff contract., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Failed by split vote (**summary:** Yes = 2 No = 2).

**Yes:** Supervisor - District 2 Goss, Supervisor - District 5 Engel.

**No:** Supervisor - District 1 Ceresola, Supervisor - District 4 Hagwood.

**Absent:** Supervisor - District 3 McGowan.

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

A. County Administrative Officer's Report

No report by CAO Lucero

**5. BOARD OF SUPERVISORS**

**A. APPOINTMENTS**

- 1) Appoint Kelly Ann Bonnell and Interim Public Health Director to the First 5 Plumas County Children and Families Commission for the 2023-2025 2-year term, as recommended.



**Motion:** Appoint Kelly Ann Bonnell and Interim Public Health Director to the First 5 Plumas County Children and Families Commission for the 2023-2025 2-year term, as recommended.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** None.

**Vote:** Motion by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel. **Absent** Supervisor - District 3 McGowan.

**B. CORRESPONDENCE**

Supervisors received no correspondence.

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

Supervisor Hagwood reported that the Plumas County Transportation Commission Meeting was cancelled.

Supervisor Goss reported on the Greenville Parade.

Supervisor Engel reported on receiving noise complaints; attended a sale of water meeting; a Monterey Settlements Fund Distribution Meeting.

**6. CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy

- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
  
- D. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
  
- E. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
  
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 cases)
  
- G. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

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

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

**7. ADJOURNMENT**

Adjourned meeting to Tuesday, November 21, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



### **Board of Supervisors**

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

### **MEETING MINUTES**

## **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON NOVEMBER 21, 2023**

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### **STANDING ORDERS**

#### **Live Stream of Meeting**

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

#### **ZOOM Participation**

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

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

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

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

## **CALL TO ORDER**

### **Roll Call.**

**Present:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

## **PLEDGE OF ALLEGIANCE**

Chad Hermann led the Pledge of Allegiance.

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

Debra Lucero has requested that Item 3.A.1. be removed from the agenda.

Supervisor Goss has requested that Letter in support of Sierra Institute for Community and Environment's be added to the agenda.

**Motion:** Supervisor Goss has requested that Letter in support of Sierra Institute for Community and Environment's be added to the agenda: Conditions met to place on agenda as an emergency item.

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## **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.

George T. offered prayer.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

Sharon McKay, Interim Librarian, reported on the computer class. It was a success, and they plan on scheduling more classes.

Tracey Ferguson, Planning Director, reported on Sierra Valley Groundwater Management district's sustainability plan was approved: received numerous grants.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

#### **A. DISASTER RECOVERY OPERATIONS**

Report and update Dixie Fire Recovery efforts; receive report and discussion

Tracey Ferguson, Planning Director, reported on draft for the long term recovery plan: MOU-CPAT

**B. BUSINESS AND ECONOMIC RECOVERY**

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

Lara W. from IVIH reported on seven organizations provided information at the DFC Meeting, this information will be posted on the web page: November 30th - lenders/contractors roundtable.

**C. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative efforts

Nothing to report.

**D. US FOREST SERVICE - US FOREST SERVICE**

Report and update.

Nothing to report.

**E. MUNIS HR/PAYROLL MODULE UPDATE**

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

Martee Graham, Auditor-Controller reported still working on payroll conversion, almost done with special district's.

**F. COUNTY TREASURER'S REPORT**

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

Nothing to report.

**2. CONSENT AGENDA**

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

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**A. FACILITY SERVICES**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Delta Fire Systems for service, inspection, and repair of county's fire sprinkler and fire alarm systems; effective November 1, 2023; not to exceed \$12,000.00; (General Fund Impact) approved in FY23/24 budget; approved as to form by County Counsel.

**B. PUBLIC WORKS**

- 1) Approve and authorize Chair to sign amendment No. 15 to agreement between Plumas County Public Works and MGE Engineering to extend the expiration date of the base agreement by two years; (No General Fund Impact) all tasks under this contract are funded by State or Federal Gas Taxes; approved as to form by County Counsel.

**C. ENVIRONMENTAL HEALTH**

- 1) Approve and authorize Environmental Health to recruit and fill, funded and allocated, vacant one (1.0) FTE Environmental Health Technician I/II due to resignation; (General Fund Impact) as approved in FY23/24 budget.

**D. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Northern California EMS, INC. to provide the baseline deliverables, objectives and activities as indicated in FY23-24 Hospital Preparedness Program Multi-County LEMSA Work Plan; effective July 1, 2023; not to exceed \$11,225.40; (No General Fund Impact); approved as to form by County Counsel.

**3. DEPARTMENTAL MATTERS**

**A. INFORMATION TECHNOLOGY - Greg Ellingson**

- 1) Approve and authorize Chair to sign agreement between Plumas County Information Technology and Verizon Wireless for 10 County cell phones for a select test group (Employee numbers - 100604, 101112, 101231, 100747, 100753, 100728, 101512, 377900, 735050, 100512); effective 11/21/2023; not to exceed \$11,500; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

This item was removed from the agenda by CAO Lucero.

**B. TREASURER-TAX COLLECTOR - Julie White**

- 1) Approve and authorize Chair to sign an agreement between Plumas County and City of Portola; effective November 21, 2023; (General Fund Impact) additional property tax revenue in the amount of \$18,650; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize Chair to sign an agreement between Plumas County and City of Portola; effective November 21, 2023; (General Fund Impact) additional property tax revenue in the amount of \$18,650; approved as to form by County Counsel; discussion and possible action.,

**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 0).

**Yes:** None.

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

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DeMartile Automotive, Inc. for vehicle maintenance and repairs; not to exceed \$40,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DeMartile Automotive, Inc. for vehicle maintenance and repairs; not to exceed \$40,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**D. SOLID WASTE - John Mannle**

- 1) Adopt **RESOLUTION** authorizing submittal of application(s) for all CalRecycle Grant and payment programs for which the County of Plumas is Eligible; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Sean Graham discussed this item, Rick F. and John K. provided public comment.

**Motion:** Adopt **RESOLUTION No. 23-8874** authorizing submittal of application(s) for all CalRecycle Grant and payment programs for which the County of Plumas is Eligible; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**E. BOARD OF SUPERVISORS -**

- 1) Approve and authorize Chair to sign letter of support for Sierra Institute for Community and Environment's proposal to the Economic Development Administration Disaster Supplement Funding for Mosaic Mass Timber: Launching Mass Timber Manufacturing in California; discussion and possible action.

This item was added as an emergency item; after a 2/3 roll call vote; this item satisfied the conditions for being added as an emergency item.

**Motion:** Approve and authorize Chair to sign [letter of support](#) for Sierra Institute for Community and Environment's proposal to the Economic Development Administration Disaster Supplement Funding for Mosaic Mass Timber: Launching Mass Timber Manufacturing in California; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

#### 4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

##### A. County Administrative Officer's Report

CAO Lucero reported on attending CSAC, and workshops attended.

##### B. Feral Cat Spay/Neuter Clinic Report

CAO Lucero reported on the spay/neuter event in Taylorsville.

Rose reported on 82 spay/neuter performed and thanked all the many volunteers.

##### C. Engie Energy Assessment Update

CAO Lucero reported on possible sites for a solar field, possible Annex location.

Engie reported on possible solar field sites, the solar field will produce 1.5 megabytes of power between 35 buildings.

Public Comments asking about health risk, and whether this is a county project.

Item to be brought back to the regular Board of Supervisors meeting on 12-19-2023 for discussion and possible action.

#### 5. BOARD OF SUPERVISORS

##### A. Clifton, Larson & Allen Recommendations

Chair Hagwood discussed this item, and the request from Treasure/Tax Collector to remove item.

CAO Lucero commented.

John K. commented.

Only staff direction given at this time, no action taken.

##### B. Adopt **PROCLAMATION** of the County of Plumas Board of Supervisors recognizing November 27 through December 1, 2023 as California Clerk of the Board of Supervisors Week: discussion and possible action. **Roll call vote**

**Motion:** Adopt **PROCLAMATION** of the County of Plumas Board of Supervisors recognizing November 27 through December 1, 2023 as California Clerk of the Board of Supervisors Week: discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

##### C. CORRESPONDENCE

Supervisor Engel received numerous correspondence.

Supervisor McGowan received correspondence regarding Chester CPUD/Fire.

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

Reported by Supervisor McGowan regarding matters related to County Government and include CSAC Conference.

Reported by Supervisor Engel regarding matters related to County Government and included meeting at Grizzly Lake CSD.



**6. CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. **Time Certain 2:00 P.M.:** Personnel: Public employee appointment or employment - Director of Public Health
- B. **Time Certain 3:00 P.M.:** Personnel: Public employee appointment or employment - Director of Public Health
- C. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
  2. Behavioral Health Director
  3. Building Services Director
  4. Chief Probation Officer
  5. Child Support Services Director
  6. County Administrative Officer
  7. County Counsel
  8. Environmental Health Director
  9. Facility Services Director
  10. Fair Manager
  11. Human Resources Director
  12. Information Technology Director
  13. Library Director
  14. Museum Director
  15. Planning Director
  16. Public Health Director
  17. Public Works Director
  18. Risk & Safety Manager
  19. Social Services Director
- D. 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
- E. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020- 00283112

- G. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
  
- H. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – People of the State of California v. Nancy Selvage, Superior court of the State of California, Case No. F23-00547
  
- I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) (1 case) and (d)(2) and (e)(2) (1 case) of Government Code Section 54956.9

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

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

**7. ADJOURNMENT**

Adjourned meeting to Tuesday, December 5th 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**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:** December 5, 2023  
**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Pitney Bowes for a postage machine; effective November 1, 2023; not to exceed \$5,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Pitney Bowes postage machine; effective November 1, 2023; not to exceed \$5,000.00; (No General Fund Impact); approved as to form by County Counsel.

**Background and Discussion:**

Plumas County Behavioral Health requesting a Pitney Bowes postage machine; effective November 1, 2023; not to exceed \$5,000.00; (No General Fund Impact); approved as to form by County Counsel.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Pitney Bowes postage machine; effective November 1, 2023; not to exceed \$5,000.00; (No General Fund Impact); approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund Impact - As approved in FY 23/24 budget

**Attachments:**

1. 23-714 FINAL

PURCHASE AGREEMENT  
COUNTY OF PLUMAS

Date: 10-4-2023

Vendor: Pitney Bowes Inc.  
27 Waterview Dr.  
Shelton, CT 06484-4301  
Tel: 855-349-7063

County: County of Plumas Department of Behavioral Health  
270 County Hospital Road Suite 109  
Quinn, CA, 95971  
Tel: 530-297-8774

Description: Purchase of SendPro C Series - Pitney Bowes Postage Equip. as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed \$ Five thousand \_\_\_\_\_ Dollars (\$ 5,000 )

Term: Agreement shall commence on November 1, 2023 and shall terminate on October 31, 2028 unless the Contract is terminated earlier.

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

VENDOR: Pitney Bowes Inc.

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

By: \_\_\_\_\_  
Name: Salvatore Polletta  
Title: Vice President  
Assurance & Operational Governance  
Date Signed:

By: \_\_\_\_\_  
Name: Greg Hagwood  
Chair, Board of Supervisors  
Date signed:

ATTEST:  
  
By: \_\_\_\_\_  
Name: Kristina Rogers  
Deputy Clerk of the Board  
Date Signed:



**State and Local Term Rental**

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Agreement Number

**Your Business Information**

<b>Full Legal Name of Lessee / DBA Name of Lessee</b>	<b>Tax ID # (FEIN/TIN)</b>
Plumas County Behavioral Health null	946000528

**Sold-To: Address**  
 270 County Hospital Rd Ste 109, Quincy, CA, 95971-9180, US

<b>Sold-To: Contact Name</b>	<b>Sold-To: Contact Phone #</b>	<b>Sold-To: Account #</b>
Che Shannon	5302836307	0018541197

**Bill-To: Address**  
 270 County Hospital Rd Ste 109, Quincy, CA, 95971-9180, US

<b>Bill-To: Contact Name</b>	<b>Bill-To: Contact Phone #</b>	<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
Che Shannon	5302836307	0018541197	cshannon@pcbh.services

**Ship-To: Address**  
 270 County Hospital Rd Ste 109, Quincy, CA, 95971-9180, US

<b>Ship-To: Contact Name</b>	<b>Ship-To: Contact Phone #</b>	<b>Ship-To: Account #</b>
Che Shannon	5302836307	0018541197

**PO #**  
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**Your Business Needs**

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	COVER-SPC	Protective Dust Cover - SendPro C
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale

1	PAB1	C Series Premium App Bundle
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

### Your Payment Plan

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 80.12	\$ 240.36

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

\*Does not include any applicable sales, use, or property taxes which will be billed separately.  
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

### Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocalloptterms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

\_\_\_\_\_  
Lessee Signature

**Signature:**

**Email:** cshannon@pcbh.services

\_\_\_\_\_  
Print Name

**Title:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## PITNEY BOWES TERMS

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the “**Order**”) make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**PBGFS**” means Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“PSD”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 33; and the Soft-Guard Program outlined in Section 35. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 10 through 17. “**Installment Sale**” means installment sale terms and conditions set out in Sections 18 through 24.

The provisions included in these Terms consist of: (i) General Terms; (ii) Lease Terms; (iii) Installment Sale Terms; (iv) a Service Level Agreement; (v) Equipment Rental and Meter Services Terms; (vi) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vii) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (viii) provisions relating to specific products.

## GENERAL TERMS

### 1. Warranties

We warrant that all PBI-branded equipment (“**PBI Equipment**”) will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at [pitneybowes.com/us/di2000-terms.html](http://pitneybowes.com/us/di2000-terms.html).

- (a) A defect doesn’t include the failure of rates within a rate update to conform to published rates .
- (b) We warrant that any service (“**Service**”) we perform under the Service Level Agreement set out in Sections 25 through 30 (the “**SLA**”) will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. “**Excluded Circumstance**” is a circumstance outside of PBI’s control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that

results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

## **2. Limitation of Liability**

**OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.**

## **3. Default and Remedies**

- (a) If you don't make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
  - (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
  - (ii) require you to pay to us immediately all amounts payable under the Lease, Installment Sale or other agreements, whether then due or payable in the future;
  - (iii) disable the Meter;
  - (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
  - (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
  - (vi) charge you a late charge for each month that your payment is late;
  - (vii) charge you a check return fee for payments made by you with insufficient funds; and
  - (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.
- (c) We may suspend any services during any period that your account is more than thirty days past due.

## **4. Taxes**

You agree to pay us for all applicable sales, use, property or other taxes (excluding taxes on net income) related to the Lease, Equipment rental agreement, Installment Sale agreement or Meter Services agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you



based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement.

## **5. Embedded Software; Applications**

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

## **6. Internet Access Point and Analog Connectivity**

- (a) The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.
- (b) **IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.**

## **7. Security Interest**

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment. If you have purchased Equipment under an Installment Sale agreement, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor with respect to the Equipment in order to protect our interest in the Equipment.

## **8. Delivery**

You bear all shipping charges for physical delivery of the Equipment, Meters and software.

## **9. Miscellaneous**

- (a) We will use your information in accordance with our [Privacy Statement](#).
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) Payments aren't subject to setoff or reduction.
- (f) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Our respective rights and obligations under Sections 2 (Limitation of Liability), 3 (Default and Remedies) and 4 (Taxes) will survive termination of this Agreement.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) This Agreement is governed by the laws of the State of Delaware.
- (k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.
- (l) You agree to comply with all applicable laws and regulations, including export control laws and regulations.

## LEASE TERMS

### 10. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. PBGFS provides you with the leasing services. The term of this Lease is the number of months stated on the Order (the "**Lease Term**"). **You may not cancel this Lease for any reason and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 13, you don't have the right to become the owner of the Equipment at the end of the Lease Term.

### 11. Lease Commencement Date

- (a) **New Leases.** If none of the Equipment on your Order includes installation, the Lease Term commences on the date as of which all of the Equipment has shipped. If your Order includes installation of any Equipment (the "**Install Equipment**"), then your Lease Term will commence on the date as of which all Equipment has shipped and all of the Install Equipment has been installed.
- (b) **Trade Up Leases.** If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your lease commencement will be calculated to align with your current periodic invoice date.
- (c) **Install Equipment Delays.** Notwithstanding (a) and (b), if (i) PBI has been ready, willing and able to install all of the Install Equipment and (ii) 90 days have passed since the Install Equipment has shipped (the "**Install Period**") but PBI has been unable to install the Install Equipment as a result of any action or inaction by you, then the Lease Term shall commence on the last day of the Install Period. You agree that the Install Period provides you with an adequate amount of time to be able to allow PBI to install the Install Equipment and that you will take any and all actions necessary to enable the installation.

## 12. Payment Terms

We will invoice you quarterly in advance for all payments on the Order, unless the Order says otherwise (each such payment is a **"Periodic Payment"**). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively **"PBI Payments"**) will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

## 13. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you don't do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease. You may choose to cancel the automatic extensions at any time by giving us 30 days' written notice by creating a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Upon cancellation, you agree to either return all items as provided in this Section 13 or purchase the Equipment.

## 14. WARRANTY AND LIMITATION OF LIABILITY

**PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 1. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.**

## 15. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

## 16. Risk of Loss and ValueMAX® Program

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted (**"Loss"**). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the Equipment from loss, you will either: (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us (**"Insurance"**); or (ii) be enrolled in PBGFS' ValueMAX program described in paragraph (b) below.
- (b) YOU MUST CALL US AT 1-844-256-6444 OR GO TO [pitneybowes.com/us/valuemaxoptout](https://pitneybowes.com/us/valuemaxoptout) AND PROVIDE US WITH EVIDENCE OF INSURANCE IF YOU DO NOT WISH TO BE ENROLLED IN THE VALUEMAX PROGRAM. If you don't provide evidence of Insurance and haven't previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice. We will provide written notice reminding you of your Insurance obligations described in paragraph (a) above. If the Equipment is included in the ValueMAX program and any Loss occurs (other than from your gross negligence or willful misconduct, which

is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment. We aren't liable to you if we terminate the ValueMAX program. By providing the ValueMAX program, we aren't offering or selling you insurance; accordingly, regulatory agencies haven't reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

#### **17. Other Lease Terms**

- (a) If more than one lessee is named in this Lease, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment but it will not affect your rights or obligations.

#### **INSTALLMENT SALE TERMS**

#### **18. Installment Sale Purchase of Equipment; Obligation Unconditional**

If you have purchased Equipment under an Installment Sale, these Installment Sale terms apply. PBI is the manufacturer of the Equipment. PBGFS has sold the Equipment to you under an installment sale. The term of this Installment Sale agreement is the number of months stated on the Order (the "**Installment Sale Term**"). **You may not cancel this Installment Sale agreement for any reason and all payment obligations under this Installment Sale agreement are unconditional.** PBI owns any Meter as USPS regulations require.

#### **19. Equipment Ownership; Installment Sale Commencement Date**

Title to the Equipment passes to you upon installation, however you and we agree that title will automatically revert to us if you default under this Agreement, subject to applicable law. If none of the Equipment on your Order includes installation, the Installment Sale Term commences on the date as of which all of the Equipment has shipped. If your Order includes installation of any Equipment (the "**Install Equipment**"), then your Installment Sale Term will commence on the date as of which all Equipment has shipped and all of the Install Equipment has been installed; provided, however, that if (i) PBI has been ready, willing and able to install all of the Install Equipment and (ii) 90 days have passed since the Install Equipment has shipped (the "**Install Period**") but PBI has been unable to install the Install Equipment as a result of any action or inaction by you, then the Installment Sale Term shall commence on the last day of the Install Period. You agree that the Install Period provides you with an adequate amount of time to be able to allow PBI to install the Install Equipment and that you will take any and all actions necessary to enable the installation.

#### **20. Payment Terms**

We will invoice you quarterly in advance for all payments on the Order, unless the Order says otherwise (each such payment is a "**Periodic Payment**"). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous agreement, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively "**PBI Payments**") will be included with your Periodic Payment and begin with the start of the Installment Sale Term. After the Installment Sale Term, your Periodic Payment will increase if your PBI Payments increase.

#### **21. WARRANTY AND LIMITATION OF LIABILITY**

**PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 1. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL,**

**CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.**

**22. Equipment Obligations**

During the Installment Sale Term, (a) you will keep the Equipment free from liens and in good condition and working order, (b) we may inspect the Equipment and related maintenance records, and (c) you may not move the Equipment from the location specified on the Order without our prior written consent.

**23. Risk of Loss**

You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us, regardless of cause, ordinary wear and tear excepted (“**Loss**”). No Loss will relieve you of any of your obligations under this Installment Sale agreement. You must immediately notify us in writing of any Loss during the Installment Sale Term. To protect the Equipment from loss, during the Installment Sale Term you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us.

**24. Other Installment Sale Terms**

- (a) If more than one purchaser is named in this Installment Sale agreement, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Installment Sale agreement, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.
- (b) You may not assign or sublet the Equipment, the Meter, or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Installment Sale agreement but it will not affect your rights or obligations.

**SERVICE LEVEL AGREEMENT**

**25. Applicability of SLA**

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding any DI2000 inserting system and any PitneyShip™ Cube (the covered equipment is called “**Covered Equipment**”).

**26. Service Level Options**

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 27) (the “**Service Term**”). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. “**Normal Working Hours**” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI

instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

- (b) If you are eligible to receive **Performance SLA** under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; and (ii) one two-hour application consultation for your mailing and shipping needs. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "**Response Time Commitment**"). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

## 27. Service Term

PBI will provide you with Service for twelve months, or if you have a Lease or Installment Sale agreement, then for the term of that agreement (as applicable, the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS A) YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW, B) IN THE CASE OF A LEASE, THE LEASE EXPIRES OR IS TERMINATED, C) IN THE CASE OF AN INSTALLMENT SALE, THE INSTALLMENT SALE AGREEMENT IS TERMINATED BY US, OR D) THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the "**Termination Notice**") at least 60 days (or 30 days if you are in Wisconsin) prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at [pitneybowes.com/us/contact-us.html](http://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number and agreement number (if applicable). PBI reserves the right not to renew your SLA for any reason.

## 28. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "**Overage**"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

## 29. Service Changes

PBI may modify its Service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you

may terminate Service by giving us a termination notice at the address indicated in Section 27 or you may create a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under “how to create a case”).

### **30. Additional Service Terms**

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

## **EQUIPMENT RENTAL AND METER SERVICES TERMS**

### **31. Equipment Rental and Meter Services**

- (a) If you aren't leasing the Equipment or purchasing the Equipment through an Installment Sale, we will invoice you the Equipment rental (“rental”) and Meter Services fees listed on the Order. After the period listed on the Order (the “**Initial Term**”), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, the rental term and Meter Services term will convert to successive month to month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' written notice to the address in Section 27 or create a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under “how to create a case”). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

### **32. Postage**

You may transfer funds to The Pitney Bowes Bank, Inc. (the “**Bank**”) for deposit into your Reserve Account that you maintain with the Bank (your “**Reserve Account**”) or you may transfer funds to the United States Postal Service (the “**USPS**”) through a lockbox bank (a “**Lockbox Bank**”). See the “USPS Acknowledgment of Deposit” below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

### **33. Meter Repair or Replacement; Meter Care and Risk of Loss**

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

### **34. Terms of Use of Meter; Federal Regulations**

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator

guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If (i) the Meter is used in any unlawful scheme, (ii) isn't used for any consecutive 12 month period, (iii) you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, (iv) you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (v) you offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party, (vi) you are in possession of a decertified system, or (vii) you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party.

(c) HAZMAT Requirement. You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 34197), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.

(d) USPS Privacy Act Statement. Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit [www.usps.com/privacypolicy](http://www.usps.com/privacypolicy).

### **35. Rate Updates and Soft-Guard® Program**

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

### **36. Collection of Information**

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.



### **37. Value Based Services**

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value-based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

### **USPS ACKNOWLEDGEMENT OF DEPOSIT**

#### **38. Acknowledgement of Deposit**

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The “acknowledgement of deposit” terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a “**Deposit**”), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as “United States Postal Service CMRS-PB” or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

### **PURCHASE POWER TERMS**

### 39. Purchase Power Program

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the “**Program**”), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (b) Your Purchase Power account (the “**Account**”) will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.
- (c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.
- (d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest “Prime Rate” published in the “Money Rates” section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the “Floating Rate”). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of December 31, 2019, the daily periodic rate would be .05342% and the corresponding annual percentage rate would be 19.50%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.
- (e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.
- (f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.
- (g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

- (h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account, the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

## **PRODUCT SPECIFIC TERMS**

### **40. Software**

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at [pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html](https://pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

### **41. DI2000 Inserting System Terms**

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at [pitneybowes.com/us/di2000-terms.html](https://pitneybowes.com/us/di2000-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

### **42. PBBackup and PC-Backup Service Terms**

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](https://pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html) and are incorporated by reference.

### **43. Lockers**

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers.

### **44. AddressRight® Printers**

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at [pitneybowes.com/us/addressrightprinter-terms.html](https://pitneybowes.com/us/addressrightprinter-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

### **45. PitneyShip™ Cube**

Certain provisions which apply when you purchase a service plan for PitneyShip Cube are set forth at [pitneybowes.com/us/pitneyshipcube-service-terms](https://pitneybowes.com/us/pitneyshipcube-service-terms) and are incorporated by reference.



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Che Shannon, Management Analyst II  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Approve and authorize Chair to sign and ratify the first amendment to the agreement between Plumas County Behavioral Health and Crestwood Behavioral Health to continue providing mental health recovery services to Plumas County referrals, increasing compensation from \$165,000.00 to \$315,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign and ratify first amendment to the agreement between Plumas County Behavioral Health and Crestwood Behavioral Health for mental health recovery services due to the demand for services, Behavioral Health is requesting to increase the compensation amount from \$165,000.00 to \$315,000.00 (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Background and Discussion:**

Crestwood's Behavioral Health is a Mental Health Rehabilitation Center providing skilled nursing, neuro-behavioral programs and complex medical support, crisis stabilization. Due to the demand for services, Behavioral Health requests to increase the compensation from \$165,000.00 to \$ 315,000.00.

**Action:**

Approve and authorize the Chair to sign and ratify the first amendment to the agreement between Plumas County Behavioral Health and Crestwood Behavioral Health in order to meet the demand for services, there is a need to increase the compensation amount from \$165,000.00 to \$ 315,000.00. (No General Fund Impact); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) as approved in FY 23/24 budget. This first amendment costs are covered by a combination of state and federal funds.

**Attachments:**

1. 3837\_001
2. Crestwood 23-24

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND CRESTWOOD BEHAVIORAL HEALTH**

This First Amendment to Agreement is made on November 14, 2023, between PLUMAS COUNTY, a political subdivision of the State of California and Crestwood Behavioral Health who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Crestwood Behavioral Health have entered a written Agreement dated, July 1, 2023, in which Crestwood Behavioral Health, agree to provide recovery services to Plumas County.
  - b. Due to the demand for services, there is a need to increase the compensation amount from One Hundred Sixty-Five Thousand (\$165,000.00) to Three Hundred Fifteen Thousand (\$315,000.00).
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. **Paragraph #2** is amended to read as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, and Exhibit C attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Hundred Fifteen Thousand Dollars (\$315,000.00) CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
2. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement date July 1, 2023, shall remain unchanged and in full force and effect.

**CONTRACTOR:  
CRESTWOOD BEHAVIORAL HEALTH**

**COUNTY:**

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



\_\_\_\_\_  
Elena Mashkevich  
Title: Director of County Contracts  
Date: 11/17/2023



\_\_\_\_\_  
Sharon Sousa, LMFT  
Behavioral Health Director  
Date: 11/14/2023

**CONTENT:**



\_\_\_\_\_  
Maria Stefanou  
Title: Chief Financial Officer  
Date: 11/20/2023

\_\_\_\_\_  
Greg Hagwood  
Chair, Board of Supervisors  
Date:

**ATTEST:**

\_\_\_\_\_  
Allen Hiskey  
Clerk, Board of Supervisors  
Date:

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Crestwood Behavioral Health, Incorporated (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B and Exhibit C, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$ 165,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the

limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. 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.
9. Indemnification –County shall indemnify Contractor against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of County's performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages, or liability are caused by, or result from the negligent or intentional acts or omissions of County, its officers, agent or employee.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and



five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, as the additional insured, 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, as the additional insured, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County, as the additional insured, 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.

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa, Interim Director  
Plumas County Behavioral Health  
270 County Hospital Road, Suite 109  
Quincy, CA 95971

Contractor:

Elena Mashkevich, Executive Director of County Contracts  
Crestwood Behavioral Health  
520 Capitol Mall, Suite 800  
Sacramento, CA 95814

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in

Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to

the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

**CONTRACTOR:**

Crestwood Behavioral Health, Inc.

By: 

Name: Elena Mashkevich

Title: Executive Director of County Contracts

Date signed: 6/21/2023

**COUNTY:**

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


By: 

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed: 06/06/2023

**CONTRACTOR:**

By: 

Name: Maria Stefanou

Title: Chief Financial Officer

Date signed: 06/20/2023

**APPROVED AS TO CONTENT:**



Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed: 06 06 23

**ATTEST:**



Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed: 6.6.2023

Approved as to form:



Joshua Brechtel

Deputy County Counsel

5/17/2023

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Crestwood Behavioral Health, Inc., referred to herein as Business Associate (“BA”), dated July 1, 2023.

### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to



carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

**c. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

**d. Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

**e. Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

**f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

### 3. Termination

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**7. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**8. No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

Name: Sharon Sousa  
Title: Behavioral Health Interim Director  
Address: 270 County Hospital Road, Suite 109  
Quincy, California 95971  
Signed: Sharon R. Sousa, LMFT  
Date: 06/06/2023

Name Elena Mashkevich  
Executive Director County Contracts  
Address: 520 Capitol Mall Suite 800  
Sacramento, CA 95814  
Signed: Elena Mashkevich  
Date: 6/21/2023

**EXHIBIT A - SCOPE OF WORK**

Crestwood Behavioral Health is a CARF-accredited organization that continues to create a continuum of services to empower clients to achieve their recovery goals through Dialectical Behavioral Therapy; Wellness Recovery Action Plan; supported employment and pre-vocational training through Dreamcatchers Empowerment Network; therapeutic environment; trauma-informed approaches; and wellness initiatives that include heart healthy diets, smoking cessation support and Zumba. Crestwood is a nearly restraint -free environment by utilizing nonviolent communication, conflict resolutions and de-escalation techniques.

Crestwood's Behavioral Health services include:

- Skilled Nursing Facilities with Special treatment programs, neuro-behavioral programs and medical complex support.
- Mental Health Rehabilitation Center
- Crisis Residential Treatment
- Transition Residential Care Programs
- Enhanced Community Care programs
- Residential Care for the Elderly
- Crisis Stabilization Unit
- Psychiatric Health Facilities

**EXHIBIT B - FEE SCHEDULE**

SEE ATTACHED RATES ON EXHIBIT C

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

# EXHIBIT C

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

**7/1/2023**

<u>SNF/STP - IMD Designation</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
<b>Crestwood Wellness and Recovery Ctr</b> Redding IMD – 1122 NPI - 1194743088	<b>\$256.00</b>	\$29.00 \$54.00 \$70.00 \$135.00 Negotiated
<u>SNF/STP</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
<b>Crestwood Manor</b> Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$41.00 \$43.00 \$69.00 \$100.00 \$134.00 Negotiated
<b>Crestwood Manor</b> Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$47.00 \$69.00 \$100.00 \$134.00 Negotiated
<b>Crestwood Manor - Fremont</b> Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$37.00 \$69.00 \$110.00 \$159.00 Negotiated
<u>SNF</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
<b>Crestwood Treatment Center</b> Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$159.00 Negotiated

\* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

12/29/2022



**CRESTWOOD BEHAVIORAL HEALTH, INC.****7/1/2023****Mental Health Rehabilitation  
Centers****Room and Board/Per Diem\***

<b>Crestwood Center</b>	Level 1	\$403.00
Sacramento MHRC - 1106	Level 2	\$366.00
NPI - 1356411656	Level 3	\$332.00
<b>Crestwood Behavioral Health Ctr</b>	Level 1	\$439.00
San Jose MHRC - 1107	Level 2	\$352.00
NPI - 1376623256	Level 3	\$343.00
<b>Crestwood Behavioral Health Ctr</b>	Level 1	\$346.00
Eureka MHRC - 1110		
NPI - 1124046008		
<b>Crestwood Behavioral Health Ctr</b>	Level (1:1)	\$745.00
Bakersfield MHRC - 1115	Level 1	\$403.00
NPI - 1275610800	Level 2	\$366.00
	Level 3	\$330.00
<b>Crestwood C.E.N.T.E.R.</b>	Level 1	\$393.00
Angwin MHRC - 1116	Level 2	\$313.00
NPI - 1316024953	Level 3	\$261.00
<b>Kingsburg Healing Center</b>	Level 1	\$511.00
Kingsburg MHRC - 1140	Level 2	\$452.00
NPI - 1073989661	Level 3	\$388.00
<b>Crestwood Recovery and Rehab</b>	Level 1	\$405.00
Vallejo MHRC - 1141	Level 2	\$344.00
NPI - 1508935834	Level 3	\$304.00
	Level 4	\$290.00
<b>Crestwood San Diego</b>	Level 1	\$504.00
San Diego MHRC - 1154	Level 2	\$432.00
NPI - 1295146934	Level 3	\$360.00

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

- Bedhold - same as last inhouse level/rate.

12/29/2022

**CRESTWOOD BEHAVIORAL HEALTH, INC.**

**7/1/2023**

**Mental Health Rehabilitation  
Centers**

**Room and Board/Per Diem\***

<b>Crestwood Chula Vista</b>	Level 1	\$504.00
Chula Vista MHRC - 1164	Level 2	\$432.00
NPI - 1023495181	Level 3	\$360.00
<b>San Francisco Healing Center</b>	Level 1	\$537.00
San Francisco MHRC - 1166		
NPI - 1447758024		
<b>Fallbrook Healing Center</b>	Level 1	\$504.00
Fallbrook Healing - 1167	Level 2	\$432.00
NPI - 1639738297	Level 3	\$360.00
<b>Champion Healing Center</b>	Level 1	\$560.00
Lompoc Healing Center - 1170	Level 2	\$474.00
NPI - 31487282273	Level 3	\$393.00

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
- Bedhold - same as last inhouse level/rate.

**CRESTWOOD BEHAVIORAL HEALTH, INC.****7/1/2023**

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem*</u>	<u>Room and Board/Per Diem for indigent client</u>
<b>Crestwood Psychiatric Health Facility</b> American River PHF - 1153 NPI - 1972827343	\$997.00	\$1,097.00
<b>Crestwood Psychiatric Health Facility</b> Sacramento PHF - 1156 NPI - 1669734075	\$997.00	\$1,097.00
<b>Crestwood Psychiatric Health Facility</b> San Jose PHF - 1157 NPI - 1598065047	\$1,164.00	\$1,264.00
<b>Crestwood Psychiatric Health Facility</b> Bakersfield PHF - 1158 NPI - 1194034645	\$1,044.00	\$1,144.00
<b>Crestwood Solano PHF Psych Health Facility</b> Solano PHF - 1159 NPI - 1780009142	\$1,074.00	\$1,174.00
<b>Crestwood Sonoma PHF Psych Health Facility</b> Sonoma PHF - 1175 NPI - 1043848831	\$1,092.00	\$1,192.00

\* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

12/29/2022

**CRESTWOOD BEHAVIORAL HEALTH, INC.****7/1/2023**

<u>Adult Residential Facilities/Social Rehabilitation Facilities*</u>	<u>County Supplemental Rate</u>
<b>Pathways</b> Eureka Pathways RTF - 1125 NPI - 1811374564	\$229.00
<b>Our House</b> Solano Our House ARF - 1136 NPI - 1750452199	\$173.00
<b>Bridge Program - Bakersfield</b> Bakersfield Bridge TRTP - 1137 NPI - 1265501597	\$241.00
<b>American River Residential Services</b> American River ARF - 1139 NPI - 1104905645	\$173.00
<b>Bridge Program - Pleasant Hill</b> Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	\$162.00
<b>The Pathway</b> Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	\$226.00
<b>Bridge Program Fresno</b> Fresno Bridge RTF - 1145 NPI - 1093892663	\$228.00
<b>Crestwood Hope Center</b> Vallejo RCFE - 1152 NPI - 1962702324	\$173.00
<b>Hummingbird Healing House</b> San Diego - 1168 NPI - 1992206734	\$189.00

\* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

12/29/2022

**Social Rehabilitation Facility**

**Room and Board/Per Diem\***

**Freise Hope House**  
Bakersfield - 1132  
NPI # 1124479845

\$483.00

- \* The rate above includes room and board, program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.
- Bedhold - same as last inhouse level/rate.



**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:** December 5, 2023  
**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Corcom Communications for telecommunications provider; effective July 1, 2023; not to exceed \$82,000.00; (No General Fund Impact) state and federal grants; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Corcom Communications for telecommunications provider; effective July 1, 2023; not to exceed \$82,000.00; (No General Fund Impact); approved as to form by County Counsel.

**Background and Discussion:**

Corcom is a telecommunications provider specializing in customers that receive state and or rural healthcare funding for telecommunications services. Corcom helps Behavioral Health maximize the available funding, and also allows Behavioral Health to pay the estimated un-reimbursed portion of the bill while waiting for the federal funding to be approved and applied.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Corcom Communications for telecommunications provider; effective July 1, 2023; not to exceed \$82,000.00; (No General Fund Impact); approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund Impact as approved in FY 23/24 budget. Costs associated with this matter are covered by a combination of federal and state funds.

**Attachments:**

1. 3840\_001

**MASTER PURCHASE AGREEMENT  
COUNTY OF PLUMAS**

**Date:** 7/1/2023

**Vendor:** Jeff Corcoran  
Corcom Communications, Inc.  
3159 Marble Ridge CT.  
Reno, Nv. 89511

**County:** County of Plumas  
Department of Behavioral Health  
270 County Hospital Road  
Suite 109  
Quincy, CA 95971

Tel: 1-775-432-6000

Tel: 530-297-8774

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

**Cost:** The total compensation payable under this agreement, inclusive of all expenses, shall not exceed  
\$ Eighty Two Thousand Dollars  
(\$ 82,000.00 )

**Term:** Agreement shall commence on July 1, 2023 and shall terminate on  
June 30, 2026 unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Retail Sales Contract and Terms and Conditions which are attached hereto as Exhibit A, B and C respectively and incorporated herein by this reference. The Board hereby ratifies and approves for payment, services provided by Contractor from July 1, 2023 to the date of approval of this Agreement by the Board of Supervisors

**VENDOR:**

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

Name: Jeff Corcoran

Title: President

Date Signed: 11/16/23

**COUNTY:**

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

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

Name: Greg Hagwood

Chair, Board of Supervisors

Date signed:

**ATTEST:**

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

Name: Allen Hiskey

Clerk of the Board

Date Signed:

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel



CORCOM COMMUNICATIONS, INC.

Mater Services Agreement

CUSTOMER INFORMATION

Service Location Name: Plumas County Mental Health Agency
Address: 270 County Hospital Rd. #109
Special instructions:
City and State: Quincy, CA
Contract #: CCR 042020 - 2023
Tax ID#:
ZIP Code: 95971
HCP# 13899, 40483, 40485

BILLING INFORMATION

Customer Legal Name: Plumas County Mental Health Agency
Billing Contact: Che Shannon
Billing Location Address:
City:
Existing or New Customer: New
Special Instructions:
Title: Management Analyst
State:
Account#R168-0033
Phone: 530-283-6307 Ext. 1041
Email:
Zip Code: CShannon@pcbh.services
Term: 36 months - Effective 7/1/2023 - 6/30/2026
Tax Exemptions:

CONTACT INFORMATION

Administrative Contact: Che Shannon
Title: Management Analyst
Technical Contact: Sam Schopplein
Title: IT Help
Phone: 530-283-6307
Email: cshannon@pcbh.services
Cell phone:
Email: sschopplein@pcbh.services
Cell Phone:

SIGNATURE BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS OF THIS AGREEMENT

This Master Service Agreement (the "Agreement") is between Corcom Communications, Inc. (Corcom), and the Customer identified on the signature page hereto ("Customer"). Corcom Communications and Customer may be referred to herein individually as a "Party" and collectively as the "Parties". The Parties hereby agree as follows: Corcom will provide Customer with communications services (the "Services") pursuant to the terms of this Agreement. The Parties hereby agree that this Agreement shall consist of the following: (a) the Agreement; (b) any appendix, exhibit, schedule or attachment hereto (each, an "Attachment"); (c) each applicable service order (Service Order) which details the specific services(s) to be offered; and (d) the Terms and details the specific service(s) to be offered; and (d) the Terms and Conditions of Service (the "T&C's") which may be found at www.corcominc.org/T&C's. The T&C's are specifically incorporated into this Agreement by reference as if copied verbatim herein. The T&C's may be modified from time to time in Corcom's sole discretion: Each Service Order constitutes a separate agreement for the purchase and sale of Service to be provided to Customer by Corcom (the provision and use of which will be subject to this Agreement). If a Service Order contains multiple Customer locations and contemplates the provision of separate and distinct Service on a location-by-location basis, the Service Order shall be deemed to be subdivided into separate and distinct Service Order for the purchase and sale of Service at each individual location (for example, by way of illustration only, a Service Order which contemplates the provisions of MPLS to Location A, MPLS to Locations B and internet access to Location C shall be deemed to be three separate and distinct Service orders, i.e. one for Location A, one for Locations B and one for Locations C); provided, however, the foregoing shall not apply to any individual Service which, by its very nature, involves two or more locations (for example, by way of illustration only, a point-to-point private line connecting Location A and Locations B). Customer hereby acknowledges and agrees that any Service(s) shall constitute a binding and enforceable Service Order to the same extent as a signed Service Order. In the event of any conflict, the following order of precedence shall apply: (1) the Service Order(s); 2 the Attachments (s); (3) the Agreement; (4) the T&C's; and (5) and applicable Corcom tariff on file with a state or federal telecommunications regulatory agency (hereafter, "Tariff")

1. Facilities Ordered Delivery & Minimum Service Term. Corcom shall supply to Customer the telecommunications capacity ("Facility" or "Facilities") and related Services described in the Agreement and in each applicable Attachment and Service Order. Upon receipt of a duly executed Agreement and Service Order, and upon satisfaction of Corcom's review to its satisfaction of Customer's credit. Corcom shall notify Customer of the target date for delivery of the Facilities (the "Estimated Availability Date"). Corcom shall use commercially reasonable efforts for all Customer circuits and sites to go "live" on the same day; provided however, the inability of Corcom deliver a Facility or make any Services available by such date shall not be a breach of this Agreement and Customer shall be responsible for all charges incurred once a circuit or site goes "live" regardless of whether other circuits or sites have not yet to go "live". Customer shall take and pay for each Facility for the applicable Minimum Service Term set forth in the applicable Service Order(s), including but not limited to any maintenance fees. The Minimum Service Terms for each Facility and/or Service shall begin on the date on which Customer accepts delivery of such Facility or on the date on which Corcom notifies Customer that the facility is available for use, whichever is sooner (the "Start of the Service Date"). If Customer cancels a Service Order on or after the fourth (4th) day following Customer's submission of a Service Order but before the Start of Service Date for Service, Customer shall pay a charge equal to (a) one month's Monthly Recurring Charge ("MRC") for the Service ordered, including but not limited to any maintenance fees; (b) Corcom internal cost incurred in attempting to fulfill Customers Service Order; plus (c) the aggregate fees, charges, expenses, taxes and/or liquidation damages payable by Corcom to any third party suppliers arising out of or in connection with the fulfillment of the Service Order or the cancellation thereof or in any way related to the installation of Facilities or the issuance of a Firm Order Commitment. For



purposes of the foregoing, "Firm Order Commitment" Means the confirmation by Corcom's underlying carrier that any Facilities associated with the Service Order have been installed. If Customer issues any revised Order ("Change Order") prior to the Start of Service Date, Customer will pay a supplemental fee ("Supp Fee") for such Change Order in accordance with Corcom's then prevailing Supp Fee Schedule. Notwithstanding the foregoing, Corcom shall be under no obligation to accept a Change Order. Any cost or fees waived by Corcom will be applied to Customer's account if Services are terminated less than twelve (12) months following the Start of Service Date

**2. Billing.** Corcom will provide Customer with a monthly billing statement sent by electronic mail for all Services provided. Corcom shall bill monthly in advance and Customer shall pay its bill no later than the last day of the current month. Returned or dishonored checks shall be subject to a service charge of thirty five dollars (\$35) and one and one half percent (1.5%) of the billed amount. Billed charges shall include activation fees, monthly service fees, shipping charges disconnection fees, equipment charges. All rates and charges will be as provided in the Service Order attached to this Agreement. Corcom and Customer also agree that additional services may be ordered from time to time after the initial installation and commencement of Services. Therefore, additional Service Orders may be executed and will contain pricing and a full description of the additional Services to be provided by Corcom. Regardless of the date of execution of the additional Service Orders, any and all Service Orders executed and will contain pricing and a full description of the additional Services to be provided by Corcom. Regardless of the date of execution of the additional Service Orders, any and all Service Orders executed between Corcom and Customer shall incorporate all the term and conditions of this Agreement unless specifically stated otherwise in writing.

**3. Term Renewal.** This Agreement shall commence on the Effective Date and shall remain effective until the termination or expiration (whichever occurs first) of the last remaining Service Order (the "Term"). "Effective Date" means the date on which Corcom accepts this Agreement (as evidenced by the execution hereof by a duly authorized representative of Corcom). Each Service Order shall have an initial term (the "Service Order Initial Term"). With respect to each Service Order, the Service Order initial Term and all applicable Service Order Renewal Terms shall hereafter be referred to collectively as the "Term". Notwithstanding any other provision of this Section 3, Corcom or Customer may elect in its sole discretion to terminate this Agreement and any or all outstanding Service Order(s) upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from the date of such notice. Customer agrees to pay for Services for the duration of the Term. Expiration of the Term does not alleviate Customer responsibility for paying all unpaid, accrued charges due hereunder. If Customer chooses to cancel the Service or any portion of the Service prior to the end of the current Term, Early Termination Charges (as defined in the T&C's) may apply.

**4. Full Funding Support Program.** Corcom will approve participation in the USAC Funding Support Program for the Customer allowing the Universal Service Fund recipient to remit their portion of the cost of the circuit, plus applicable taxes from the installation of the Service. Corcom will not impose late charges on the outstanding funded balance due while the funding reimbursement is being processed. The Customer will be required to pay their estimated amount and remain current of their portion of the invoices in order to continue to receive the USAC Funding Support payment program. If funding is not approved, Corcom can re-negotiate the terms of this Agreement. Standard termination liability will apply if USAC funding is denied due to application omissions by the Customer.


**5. Limitation of Liability.** In no event shall Corcom or any affiliated person or entity be liable to customer or any affiliated person or entity for any loss of profit or revenue or for any indirect, consequential, incidental, exemplary, reliance, cost of cover, special, punitive or similar or additional damages, under any theory of tort, contract, warranty, strict liability or negligence, incurred or suffered as a result of unavailability, performance, non-performance, termination, breach, or other action or inaction under the agreement, even if customer or any affiliated person or entity advises Corcom or any affiliated person or entity of the possibility of such loss or damage. Corcom shall not be responsible for damage to property or for injury to any person arising from the provision of services, and customer hereby indemnifies and holds harmless Corcom from and against any liabilities including attorney's fees arising out of such damage or injury. Customer's remedies for claims under the Agreement shall be strictly limited to outage credits as described herein.

**6. Disclaimer of All Warranties.** Corcom specifically and expressly disclaims any and all warranties, express, implied, oral or written, with respect to the services provided hereunder or the facilities and equipment furnished pursuant to the agreement, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

**7. No Modification.** Except for Corcom's right to modify the Agreement from time to time in its sole discretion, no changes or hereto shall be effective unless agreed to by an authorized officer of Corcom either by Initials or signature.

**8. Entire Agreement.** Subject to any applicable Tariff, this Agreement, along with any Attachments, Service Orders and the T&C, constitute the entire Agreement between Corcom and Customer and supersedes all previous statements, representations and agreements (written or oral) concerning the provision by Corcom of Services, Facilities or equipment. No statement, representation or warranty made by any agent or representative of Corcom regarding the Services, facilities or equipment to be provided hereunder or the rates therefore shall be binding upon Corcom unless expressly included herein. In the event a Service Agreement (a "Prior Agreement") between the Parties has previously been executed, this Agreement shall: (a) replace and supersede such Prior Agreement; and (b) apply to any and all outstanding Service Orders previously executed in accordance with such Prior Agreements. Notwithstanding the foregoing, any Service Order which is already in existence as of Effective Date of this Agreement shall remain in effect for the remainder of the applicable Service order Term and may not be terminated by the Customer for any reason.

Name:	Sharon Sousa
Signature(s):	Sharon R. Sousa, CMPT
Company Name:	Plumas County Mental Health Agency
Title:	Director
Date:	11-21-2023

Name:	Jeff Corcoran
Signature(s):	
Title:	President
Date:	9-5-2023 11/16/23
SPIN#	#143042955

**Appendix A - Pricing**

**Plumas County Mental Health  
270 County Hospital Rd  
Quincy, CA 95971  
Che Shannon  
530-283-6307**

[shannon@pccbh-services.com](mailto:shannon@pccbh-services.com)

Corcom Communications, Inc.  
3159 Marble Ridge Ct  
Reno, NV 89511  
800-710-3442  
Spin #143042955  
Jeff Corcoran  
[jeff@Corcom.com](mailto:jeff@Corcom.com)



**HCP #** 13899 40483 40485  
**Bid Date**  
**Allowable Contract Date**

**Dedicated Ethernet Fiber Internet**

HCP#	Address	City, ST, ZIP	Speed	36 Month* Cost	Est Tax and Fees	Total	Install
40485	280 E. Sierra Ave.	Portola, CA 96122	50M	680.00	68.00	748.00	99.00
40483	455 North Main St.	Quincy, CA 95971	50M	680.00	68.00	748.00	99.00
13899	270 County Hospital Rd.	Quincy, CA 95971	100M	885.00	88.50	973.50	99.00

\*Term 10/1/23 - 9/30/26

*Shane R. Sosa* 11/21/2023  
Customer Signature Date

9-5-23  
Jeff Corcoran Date

*Jeff Corcoran* 11/16/23

**Appendix B - Funding Estimate**

**Plumas County Mental Health**  
**270 County Hospital Rd**  
**Quincy, CA 95971**  
**Che Shannon**  
**530-283-6307**  
 cshannon@PCMH.services

Corcom Communications, Inc  
 3159 Marble Ridge Ct  
 Reno, NV 89511  
 800-710-3442  
 Spin #143042955  
 Jeff Corcoran  
 jeff@corcom.com



HCP #  
 Bid Date  
 Allowable Contract Date

**Dedicated Ethernet Fiber Internet**

HCP#	Address	City, ST, ZIP	Speed	36 Month Cost	Install	Est Tax and Fees	Total	EST USAC funding	after USAC	Est CTF funding	Est Monthly after funding
40485	280 E. Sierra Ave	Portola, CA 96122	50M	\$680.00	Waived	\$68.00	\$748.00	\$0.00	\$748.00	\$340.00	\$408.00
40483	455 North Main St	Quincy, CA 95971	50M	\$680.00	Waived	\$68.00	\$748.00	\$0.00	\$748.00	\$340.00	\$408.00
13899	270 County Hospital Rd.	Quincy, CA 95971	100M	\$885.00	Waived	\$88.50	\$973.50	\$0.00	\$973.50	\$442.50	\$531.00

*Sharon K. Jones* 11-21-2023  
 Customer Signature Date

Jeff Corcoran 9-5-23  
 Date

*Jeff Corcoran* 11/16/23

## Appendix C

**Plumas County Mental Health  
270 County Hospital Rd  
Quincy, CA 95971  
Che Shannon  
530-283-6307**

03/20/2012 2:00 PM

**Corcom Communications, Inc.**  
3159 Marble Ridge Ct  
Reno, NV 89511  
800-710-3442  
Spin #143042955  
Jeff Corcoran  
jeff@corcom.com



### **Term:**

The term of the agreement is 36 months. Pricing will be guaranteed for the duration of the Term. Termination of the services prior to 36 months from the date of installation would result in the standard termination fee of 100% of the remaining 36 month balance.

### **Service Replacement:**

Future upgrades - Corcom will approve replacement of existing service. In the event that the PCMH would like to change or upgrade service Corcom will not impose any early termination fees or penalties as long as the new service is of equal or greater value to the existing service.

## **CORCOM STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES ("STANDARD TERMS AND CONDITIONS")**

**1. GENERAL 1.1 Applicability.** These Standard Terms and Conditions contain general provisions that apply to Customer's purchase and use of all Products and Services provided by or through Corcom. "Agreement" refers to the written service agreement signed by Customer for the purchase of Corcom Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and related Order(s). Other capitalized terms are defined in this document or in the applicable Tariffs, Schedules or Product-specific Terms.

**1.2 Rates and Conditions Website.** Customer's use of Corcom Products or Services is also governed by the applicable Tariffs or Schedules posted at <http://www.Corcominc.org> (the "Terms and Conditions"), and the applicable Product and Service annexes posted on the Rates and Conditions Website.

**1.3 Conflicts Provision.** If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

**2. TERM.** "Term" refers to the contract term defined in the applicable attachment(s). These Standard Terms and Conditions will apply as of the Effective Date of the Agreement and continue to apply for as long as Corcom provides Products and Services to Customer.

### **3. CHARGES**

#### **3.1 Orders**

**A. Rates.** During the Term, for the Products and Services acquired under this Agreement, Customer will pay Corcom the rates and charges as set forth in the Agreement.

**B. Issuance and Acceptance.** Customer will ensure that only persons authorized by Customer will issue Orders under the Agreement, and Customer is liable for all Orders issued under the Agreement. Corcom may accept an Order by: (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.

**C. Cancellation or Rejection.** Customer may cancel an Order at any time before Corcom ships the Order or begins performance, but Customer must pay any actual costs incurred by Corcom due to Customer's cancellation. Corcom may reject or cancel an Order for any reason, including Customer's negative payment history with Corcom, failure to meet Corcom's ongoing credit approval, or limited availability of the Product or Service ordered. Corcom will notify Customer of rejected or canceled Orders.

**D. Customer Issued Purchase Orders.** Customer issued purchase orders are binding only upon acceptance in writing by Corcom. Except in the case of a "special customer arrangement" form signed by both parties, the terms and conditions in any Customer-issued purchase order accepted by Corcom will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by the Agreement.

**3.2 Fixed Rates and Percentage Discounts.** The rates and discounts identified in the pricing attachments will remain fixed for the Term (unless stated otherwise in the applicable attachment). Rates, discounts and pricing not fixed in the pricing attachments will be based on then-current Schedules, Tariffs, or price lists at the time of purchase or lease, as applicable. If pricing in the Agreement is stated only as a percentage discount off of a Schedule or Tariff rate or list price, the percentage discount is fixed for the Term, but Corcom may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

**3.3 Rate Adjustments.** Corcom may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Corcom incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Corcom contribute to the Universal Service Fund ("USF") based on interstate revenues derived from Services that Corcom in good faith has treated as exempt, including but not limited to, information services, Corcom will invoice Customer the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees, charges and surcharges imposed may vary. Corcom may impose additional charges or surcharges to recover increased access costs imposed on Corcom as a result of Customer's specific traffic patterns, network configuration or routing protocol.

**3.4 Taxes A. Taxes Not Included.** Corcom's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Corcom is posted on the Rates and Conditions Website.

**B. Withholding Taxes.** Notwithstanding any other provision of the Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Corcom, Customer must notify Corcom in writing. Corcom will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Corcom will not be less than the amount Corcom would have received without the required deduction or withholding.

**C. Exclusions.** Customer will not be responsible for payment of: (1) Corcom's direct income taxes and employment taxes; and (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

#### **4. BILLING AND PAYMENT 4.1 Invoicing**

**A. Commencement of Invoicing.** Corcom may begin invoicing Customer in full for non-recurring and recurring charges on the later of:  
(1) the date the Products or Services are installed and made available; or  
(2) the first day of the first bill cycle after the Effective Date.

**B. Delays.** If Corcom cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Corcom may bill Customer as of the delivery date specified in the Order or, if no date is specified, any time 30 days or more after the Effective Date.

**C. Timing.** In general, for recurring Services, Corcom bills fixed Service charges in advance and usage-based charges in arrears.

**4.2 Payment Terms.** Corcom will invoice Customer, and Customer will pay Corcom, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make such payment within 15 days of receiving Corcom's written notice of nonpayment, Corcom reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Services, unless prohibited by an applicable Tariff, state law or regulation. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Corcom's written consent. Corcom's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by Corcom, including, but not limited to, reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms. If Customer elects to participate in the Preferred Pay Program, Customer will remit payment using cash, check, or electronic funds transfer.

**4.3 Disputed Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Corcom with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Corcom to resolve promptly any disputed charge. If Corcom determines, in good faith, that the disputed charge is valid, Corcom will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in the Agreement. If Corcom determines, in good faith, that the disputed charge is invalid, Corcom will credit Customer for the invalid charge.

**4.4 Repayment of Credits or Waived Charges.** If Corcom terminates a Service or the Agreement due to Customer's material breach, or Customer terminates a Service or the Agreement before the end of any applicable Order Term or minimum service term (unless due to Corcom's material breach), Customer will repay Corcom a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Order Term or minimum service term at the time of termination. This provision does not apply to service level credits issued for Service outages.

**5. CREDIT APPROVAL.** Corcom's provision of Products and Services is subject to Corcom's credit approval of Customer. Additionally, if during the Term Customer's financial circumstance or payment history becomes reasonably unacceptable to Corcom, then Corcom may require adequate assurance of future payment as a condition of continuing Service. Corcom may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

**6. WARRANTIES.** EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." CORCOM DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

#### **7. EQUIPMENT AND SOFTWARE**

**7.1 Third-Party Equipment or Software.** Customer is responsible for any items not provided by Corcom (including, but not limited to, equipment or software) that impair Product or Service quality. Upon notice from Corcom of an impairment, Customer promptly will cure the problem. Customer will continue to pay Corcom for Products and Services during such impairment or related suspension. If the impairment interferes with the use of Corcom's network by Corcom or third parties, Corcom, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Corcom will provide advance notice where practical. At Customer's request, Corcom will troubleshoot the impairment at Corcom's then-current time and materials rates. Corcom is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Corcom to become obsolete, require alteration, or perform at lower levels.

**7.2 Software License A. Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Corcom's software vendors are provided by Corcom, posted at the Rates and Conditions Website or are otherwise provided to Customer through click or shrinkwrap agreements.** Corcom may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

**B. Prohibitions.** Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer agrees not to reverse engineer, decompile, modify or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Corcom or its suppliers retain title and property rights to Corcom-provided software. Upon termination or expiration of the Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Corcom-provided software to Corcom; provided that Customer is not required to return the software embedded in Products sold to Customer under the Agreement.

**7.3 Title to Equipment.** Corcom or its suppliers retain title and property rights to Corcom-provided equipment (excluding equipment sold to Customer under the Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Corcom-provided equipment (excluding equipment sold to Customer under the Agreement) to Corcom.

**8. USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to Customer's written consent with respect to each use, Corcom may use the Customer's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Corcom.

**9. CUSTOMER RESPONSIBILITIES 9.1 Installation.** Customer will reasonably cooperate with Corcom or Corcom's agents to enable Corcom or its agents to install the Products and Services. Customer is responsible for damage to Corcom-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Corcom.

**9.2 Use of Products and Services A. Acceptable Use Policy.** If Customer uses Products or Services, Customer must conform to the acceptable use policy posted at <http://www.Corcominc.org>, as reasonably amended from time to time by Corcom.

**B. Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with Corcom's or another's use of the Corcom network. Customer will cooperate promptly with Corcom to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

**C. Resale.** Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Corcom-authorized end users as set forth in the Agreement. Customer may not resell or lease wireless Products and Services to any third party. Notwithstanding the foregoing, Customer may participate in the Corcom Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Corcom wholesale agreement.

**D. Access Pumping/Traffic Stimulation.** Customer represents and warrants that it (1) is not engaged in access pumping or traffic stimulation activity as described in the Federal Communications Commission's *Connect America Fund, et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011); and (2) does not have any revenue sharing agreements connected to such activity. Customer will comply with all applicable state and federal rules, regulations and orders regarding such activity. If Customer breaches this provision, Corcom may suspend the affected Services upon five (5) days' written notice and to terminate the affected Services if the breach is not cured within 30 days of receipt of Corcom's notice. Customer must reimburse Corcom for any excess access costs Corcom incurs as a result of Customer's breach.

**E. Agency Relationship.** In countries where Corcom does not hold regulatory authority to provide the Services, Customer appoints Corcom as its agent to obtain, on Customer's behalf from authorized providers, the required services and associated equipment in accordance with the applicable Order. Except to perform its duties in accordance with the applicable Order, Corcom, as Customer's agent pursuant to this section, will not make any representation or incur any liability for Customer.

## **10. CONFIDENTIAL INFORMATION**

### **10.1 Definitions**

**A. "Confidential Information"** means nonpublic information (i) about the Discloser's business, (ii) given to the Recipient in any tangible or intangible form for Recipient's use in connection with the Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (iii) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes, but is not limited to: trade secrets; financial information; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing plans, and products;

**B. "Discloser"** means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

**10.2 Nondisclosure.** Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until 2 years after the Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose the Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) a separate service agreement with Corcom containing nondisclosure obligations or (b) a non-disclosure agreement reasonably acceptable to Corcom and Customer. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other Corcom services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

**10.3 Injunction.** The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under the Agreement will not raise the defense of an adequate remedy at law.

**10.4 Customer Proprietary Network Information.** As Corcom provides Products and Services to Customer, Corcom develops

information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Corcom has a duty, to protect the confidentiality of CPNI. For example, Corcom implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Corcom. For some business accounts with a dedicated Corcom representative, Corcom may replace standard authentication measures with a pre-established point of contact for Customer.

**10.5 Privacy.** Corcom's privacy policy, as amended from time to time, is available at [www.Corco/terms&conditions/privacy](http://www.Corco/terms&conditions/privacy). The privacy policy includes information about Corcom's customer information practices and applies to the provisioning of the Products and Services.

## **11. LIMITATIONS OF LIABILITY**

**11.1 Damage Limitations.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligence or willful misconduct; or (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. Customer's payment obligations, liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.

**11.2 Damage Waiver.** NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, OR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. LOST PROFITS INCLUDE, BUT ARE NOT LIMITED TO, LOST REVENUES AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES OR WHETHER THE PARTIES BARGAINED FOR ANY REVENUE THAT MAY BE GENERATED AS A RESULT OF THIS AGREEMENT.

**11.3 Unauthorized Access/Hacking.** Corcom is not responsible for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Corcom network transmission facilities or Customer premise equipment.

**11.4 Content.** Corcom is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Corcom's provision of the Products and Services, excluding content originating from Corcom.

**12. INDEMNIFICATION 12.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising directly from the performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

**12.2 Customer Indemnification.** Customer will indemnify and defend Corcom, Corcom's directors, officers, employees, agents and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of: **A.** Customer's failure to obtain permits, licenses, or consents that Customer is required to obtain to enable Corcom to provide the Products or Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Corcom's general qualification to conduct business;

**B.** Customer's transmission of, or transmissions by those authorized by Customer to use the Services of, information, data or messages over the Corcom network, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, or invasion or alteration of private records or data; or (B) based on the transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;

**C.** Customer's breach of the licensing requirements in the Software License section;

**D.** Customer's failure to comply with any provision of the Use of Products and Services section;

**E.** Customer's infringement of patents arising from the use of equipment, hardware or software not provided by Corcom; or

**F.** Corcom's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

**12.3 Corcom Indemnification.** Corcom will indemnify and defend Customer, Customer's directors, officers, employees, agents and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Corcom's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided or requested by Customer, or (ii) Customer's continued use of infringing Services after Corcom provides reasonable notice to Customer of the infringement. For any third party claim that Corcom receives, or to minimize the potential for a claim, Corcom may, at its option, either:

**A.** at Corcom's expense, procure the right for Customer to continue using the Services;

**B.** at Corcom's expense, replace or modify the Services with comparable Services; or

**C.** terminate the Services.

**12.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must (i) give the other party timely written notice of the claim (unless the other party already has notice of the claim), (ii) give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement and (iii) not, by any act, admission or acknowledgment, materially



prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.

**12.5 Exclusive Remedies.** The provisions of this Indemnification section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to any of the claims identified in this section.

### 13. TERMINATION

#### 13.1 Corcom Right to Suspend or Terminate

A. Corcom may suspend or terminate Products or Services or the Agreement immediately if:

- (1) Customer fails to cure its default of the payment terms of the Agreement;
- (2) Customer fails to cure any other material breach of the Agreement within 30 days after receiving Corcom's written notice;
- (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services;
- (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Corcom's performance under the Agreement; or
- (5) Customer fails to comply with the resell restrictions and prohibitions contained in the Agreement.

B. If Corcom terminates the Agreement under this Corcom Right to Suspend or Terminate section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination and shortfall liabilities.

#### 13.2 Customer Right to Terminate

A. **Material Failure.** Customer may terminate a Product or Service without early termination liability upon Corcom's receipt of Customer's written notice to terminate after the cure period if:

- (1) Corcom materially fails to provide the Product or Service,
- (2) Customer provides Corcom with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice,
- (3) Corcom fails to cure the material failure within the 30-day cure period, and
- (4) Customer provides Corcom with written notice of Corcom's failure to cure and Customer's election to terminate the affected Product or Service. Corcom's material failure does not include a failure caused by Customer or a Force Majeure Event.

B. **Termination for Convenience.** Customer may terminate the Agreement during the Term by providing 30 days' written notice to Corcom. In the case of such Termination for Convenience, Customer will be liable for all charges incurred up to and including the date of termination as well as early termination liabilities, any applicable shortfall liabilities and other applicable charges and fees as set forth in the Agreement

#### 13.3 Order Terms for Wireline Products and Services

A. **Calculation of Early Order Term Termination Liability.** Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," "Access Term Plan," or similar language, as listed in the applicable pricing attachment. If Customer terminates an Order in whole or in part, before expiration of the Order Term (unless due to Corcom's material failure), or if Corcom terminates an Order under a termination right provided to Corcom under the Agreement, then Customer will pay the following early termination charges, which represent Corcom's reasonable liquidated damages and not a penalty: (1) **Access Orders.** A lump sum equal to (a) the applicable monthly charges for all bandwidth levels of Ethernet access and TDM dedicated access, multiplied by the number of months remaining in the Order Term, plus (b) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term;

(2) **General Liability.** A lump sum equal to (a) the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the applicable monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term; and

(3) **Third Party Liability.** Any liabilities imposed on Corcom by third parties, such as a Local Exchange Carrier ("LEC") or PTT, as a result of Customer's early termination.

B. **Waiver of Order Term Liabilities.** Upon prior approval of Corcom, Customer will not be liable for the early termination charges in the Calculation of Early Order Term Termination Liability section above, if Customer orders another Service of the same or greater monthly price with an Order Term no less than the remaining months in the initial Order Term (or one year, whichever is greater) at the same time Customer provides Corcom with the termination notice. Such approval will be in Corcom's reasonable discretion and based upon financial and other business considerations.

**14. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

### 15. DEFINITIONS

**15.1 "Affiliate"** is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

**15.2 "Commencement Date"** is the first day of the first bill cycle in which Corcom bills monthly recurring charges or usage charges. Unless defined otherwise in the Agreement, the Term begins on the Commencement Date.

**15.3 "Domestic"** means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Tariffs, Schedules, or Product-specific Terms.

**15.4 "Effective Date"** is the date the last party signs the Agreement.

**15.5 "Order" or "Purchase Order"** means a written, electronic or verbal order, or purchase order, submitted or confirmed by Customer and accepted by Corcom, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer's written acknowledgment, or use, of Products or Services. "Order Term" is the term designated for an individual Order.

**15.6 "Preferred Pay Program"** provides a discount to Corcom customers for remitting payment using cash, check or electronic funds transfer. Customer must contact its assigned Corcom representative for further information, including eligibility requirements.

**15.7 "Product(s)"** includes equipment, software, hardware, cabling or other materials sold or leased to Customer by or through Corcom as a separate item from, or bundled with, a Service.

**15.8 "Product-specific Terms"** refers to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into the Agreement as of the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.

**15.9 "Schedule(s)"** are the terms and conditions governing Corcom's provision of certain intrastate, interstate and international interexchange Services. Schedules are subject to change during the Term under the rules and authority of the FCC and the relevant regulatory agencies. Schedules are posted on the Rates and Conditions Website.

**15.10 "Service(s)"** means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and professional services provided to Customer by or through Corcom under the Agreement, excluding Products.

**15.11 "Corcom Wireless Recycling Program"** provides two options for recycling used wireless devices, including accessories: (1) the Corcom buyback program provides Corcom customers with an account credit for returning to Corcom certain previously sold Corcom wireless devices, and (2) the Corcom project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Corcom's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Corcom Wireless Recycling Program, including wireless devices eligible for the Corcom buyback program, go to [Corcom.com/recycle](http://Corcom.com/recycle).

**15.12 "Tariffs"** means the Corcom competitive LEC or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies. If, during the Term, Corcom entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Tariffs are posted on the Rates and Conditions Website.

## **16. MISCELLANEOUS**

**16.1 Compliance with Law.** Each party agrees that it will comply with all applicable laws in performance of its obligations under the Agreement.

**16.2 Independent Contractor.** Corcom provides Products and Services to Customer as an independent contractor. The Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates.

**16.3 No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.

**16.4 No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.

**16.5 Technology Evolution**

**A.** In the normal course of technology evolution and enhancement, Corcom continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Corcom will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Corcom reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product or Service without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product or Service.

**B.** If Corcom takes any action set forth in subsection A above, Corcom will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Corcom's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Corcom uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Corcom's pending action.

**16.6 Governing Law.** The Agreement will be governed by the laws of Nevada, without regard to its choice of law principles. The English version of the Agreement will prevail over any foreign language versions.

#### **16.7 Dispute Resolution**

**A. Jury Trial Waiver.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to the Agreement or an Order. This subsection survives the termination of the Agreement.

**B. Arbitration.** If the parties mutually agree, any dispute arising out of or relating to the Agreement may be finally settled by arbitration, including claims relating to the negotiations and the inducement to enter into the Agreement. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in the Reno, NV metropolitan area. If the dispute relates to Corcom's provision of non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration for disputes related to non-Domestic Products or Services is New York, NY, USA. No arbitration proceeding will include class action arbitration.

**16.8 Assignment.** Customer may not assign any rights or obligations under the Agreement or any Order without Corcom's prior written consent, except that Customer may assign the Agreement, after 30 days' prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets.

**16.9 Amendments/Alterations.** The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by both parties.

**16.10 Notice.** Notices required under the Agreement must be submitted in writing to any address listed in the Agreement for the other party or, for notices to Customer, to the address Corcom uses for shipping or billing or as set forth in an Order. In the case of a dispute, notices also must be sent to:



**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:** December 5, 2023  
**SUBJECT:** Adopt **RESOLUTION** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560; Nursing series; (No General Fund Impact) grant funded; approved as to form by County Counsel. Roll call vote

---

**Recommendation:**

The Interim Director of Public Health respectfully recommends that Board of Supervisors approve the Resolution to amend the fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560.

**Background and Discussion:**

As the Board is aware, the Public Health Agency is required to provide a variety of services, many State mandated. Due to staffing changes, including the increased time that Social Services will be utilizing one of our nurses, the Agency would like to add 2.00 FTE to the Nursing series.

**Action:**

Adopt **RESOLUTION** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560 ; (No General Fund Impact); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) The change in FTEs outlined in this resolution is paid for through various programs within the Public Health Agency, including MCAH, CCS, CHVP, and IZ program grants.

**Attachments:**

1. 23-810 FINAL

**RESOLUTION TO AMEND FISCAL YEAR 2023-24 PLUMAS COUNTY POSITION ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.**

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

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

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

**WHEREAS**, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2023-2024 Position Allocation adding a 2.00 FTE to the Nursing series; and

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2023-2024 to reflect the following:

<b>Budget Unit 70560</b>	<b>Current FTE</b>	<b>Change</b>	<b>New FTE</b>
Licensed Vocational Nursing I/II or Registered Nurse I/II or Public Health Nurse I/II/II	6.07	+2.00	8.07

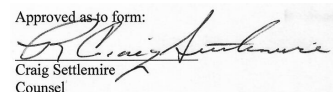
The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 5<sup>th</sup> day of December 2023 by the following vote:

- AYES: Supervisors:
- NOES: Supervisors:
- ABSENT: Supervisors:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

Approved as to form:  
  
Craig Settemire  
Counsel



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Audrey Rice, Management Analyst I  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Adopt **RESOLUTION** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560; Health Education series; (No General Fund Impact) grant funded; approved as to form by County Counsel. Roll call vote

---

**Recommendation:**

The Interim Director of Public Health Agency respectfully recommends that the Board of Supervisors approve a Resolution to amend the fiscal year 2023-24 Plumas County position allocation to add 1.00 FTE to the Health Education series.

**Background and Discussion:**

As the Board is aware, the Public Health Agency must provide various services, many state-mandated. This position is for Health Equity, which is required to receive funds for the Future Of Public Health grant. The Agency would like to add 1.00 FTE to the Health Education series.

**Action:**

Adopt **RESOLUTION** to amend fiscal year 2023-24 Plumas County position allocation for the Public Health Agency, budget unit 70560; (No General Fund Impact); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) The change in FTEs outlined in this resolution is paid for through our Future Of Public Health grant.

**Attachments:**

1. 23-814 FINAL

**RESOLUTION TO AMEND FISCAL YEAR 2023-24 PLUMAS COUNTY POSITION ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.**

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

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

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

**WHEREAS**, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2023-2024 Position Allocation adding a 1.00 FTE to the Health Education series; and

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2023-2024 to reflect the following:

<b>Budget Unit 70560</b>	<b>Current FTE</b>	<b>Change</b>	<b>New FTE</b>
Health Education Coordinator I/II or Health Education Specialist I/II or Community Outreach Coordinator	12.33	+1.00	13.33

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 5<sup>th</sup> day of December 2023 by the following vote:

AYES: Supervisors:

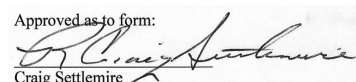
NOES: Supervisors:

ABSENT: Supervisors:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

Approved as to form:  
  
Craig Settemire  
Counsel



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

---

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

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** December 5, 2023

**SUBJECT:** Adopt **RESOLUTION** to receive one-time federal passthrough award AP-2324-03 in the amount of \$490,770 and approve subcontract number AP 2324-03 S012 from Chico State Enterprises required to receive the grant; (No General Fund Impact); approved as to form by County Counsel. Roll call vote

---

**Recommendation:**

The Interim of Director of Public Health respectfully recommends that the Board of Supervisors approve a resolution authorizing the Interim Director of Public Health to receive one time federal passthrough award AP-2324-03 in the amount of \$490,770 and approve subcontract number AP 2324-03 S012 from Chico State Enterprises required to receive the grant.

**Background and Discussion:**

As the Board is aware, the Public Health Agency has regularly received funding from Chico State Enterprises on behalf of its Area 3 Agency on Aging(AA) program, to provide nutritious meals and transportation services to seniors.

Plumas County's Senior Transportation Program provides transportation for seniors who require help going from one location ( home, senior center, facility, etc.) to another. Plumas County will provide 2,000 one-way trips to transport seniors, with a primary focus on transportation to and from the nutrition sites. Plumas County Senior Transportation will provide assisted transportation, including escort, for a person who has difficulties (physical or cognitive). Provide 1,450 one-way trips in Plumas County, providing assisted transportation for essential services such as 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. Plumas County Senior Nutrition will provide 34,253 congregate meals at nutrition sites in Plumas County and 26,868 home-delivered meals in Plumas County from July 1, 2023, through June 30, 2024.

The term of the current subcontract is from July 1, 2023, through June 30, 2024, and is in the amount of \$490,770.00.

**Action:**

Adopt **RESOLUTION** to receive one-time federal passthrough award AP-2324-03 in the amount of \$490,770 and approve subcontract number AP 2324-03 S012 from Chico State Enterprises required to receive the grant; (No General Fund Impact); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact). This resolution is to receive a grant.

**Attachments:**

1. 23-809 FINAL
2. 23-809 PE AP 2324-03 S012 Plumas County



3. 23-809 CDA 9026
4. 23-809 CCC-04-2017
5. 23-809 CDA 1024

**RESOLUTION NO. 23-\_\_\_\_\_**

**RESOLUTION TO RECEIVE ONE TIME FEDERAL PASSTHROUGH AWARD AP-2324-03 IN THE AMOUNT OF \$490,770 AND APPROVE SUBCONTRACT NUMBER AP 2324-03 S012 FROM CHICO STATE ENTERPRISES REQUIRED TO RECEIVE THE GRANT**

**WHEREAS**, Chico State Enterprises and the County of Plumas entered into a subcontract on July 1, 2023 to provide services according to Title III and Title IV Programs to meet the needs of California's older adult population; and

**WHEREAS**, Chico State Enterprises, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2324-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII to meet the needs of California's older adult population;

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

Accept and Approve Subcontract Number AP 2324-03 S012 from Chico State Enterprises in the amount of \$490,770 for Fiscal Year 2023-2024 and authorize the Interim Director of Public Health Agency to sign the Subcontract and all future Amendments to said Subcontract Number AP 2324-03 S012.

**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 day of December 5, 2023, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

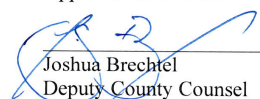
**Abstain:**

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

**Attest:**

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

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel

**SUBCONTRACT**

SUBCONTRACT NUMBER <b>AP 2324-03 S012</b>	AM. NO.
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2023, in the State of California, by and between **Chico State Enterprises**, hereafter called **Contractor**, and **County of Plumas**, hereafter called **Subcontractor**.

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2324-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California’s older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime.

Subcontractor 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 Subcontract shall commence **7/1/2023** and will end **6/30/2024**. The maximum amount of this Subcontract is **\$490,770** from the following funding sources:

Funding Group 1	C1 Nutrition	C2 Nutrition
Federal	\$ 123,300	\$ 74,357
State General Fund	\$ 39,161	\$ 198,964
State GF Augmentation	\$ 0	\$ 0
NSIP	\$ 9,528	\$ 15,460
<b>Total Groups</b>	<b>\$ 171,989</b>	<b>\$ 288,781</b>

Funding Group IIIB	Transportation
Federal	\$ 30,000
<b>Total Groups</b>	<b>\$ 30,000</b>

**Grand Total \$490,770**

Subcontractor agrees to provide **Nutrition and Transportation** services and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subcontract Agreement by this reference:

- Exhibit A1 - Scope of Work
- Exhibit A2 - Scope of Services – **Nutrition**
- Exhibit A3 - Scope of Services – **Transportation**
- Exhibit B1 - Budget to be provided by Subcontractor (IIIC1, IIIC2, IIIB)
- Exhibit B2 - Budget Detail, Payment Provisions, and Closeout
- Exhibit C - General Terms and Conditions
- Exhibit D - Special Terms and Conditions
- Exhibit E - Additional Provisions

CONTRACTOR	SUBCONTRACTOR
<b>CHICO STATE ENTERPRISES</b>	<b>County of Plumas</b>
BY: (AUTHORIZED SIGNATURE)	BY: (AUTHORIZED SIGNATURE)
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON Dana Krinsky, Interim Director of Public Health Agency
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95929-0246 mbently@csuchico.edu	ADDRESS/E-MAIL danakrinsky@countyofplumas.com

**Exhibit A1**  
**Scope of Work**  
**County of Plumas**

**ARTICLE I. PROGRAM DEFINITIONS**

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. **Eligible Service Population for Title III C-1 and C-2** 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 LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site are:
    - (1) Any older individual.
    - (2) The spouse of any older individual.
    - (3) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - (4) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - (5) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]
  - b. Individuals eligible to receive a home-delivered meal are individuals who are:
    - (1) Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
    - (2) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
    - (3) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
3. **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.
4. **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)]

5. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
6. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
7. **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.).
8. **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-prior federal fiscal year.
9. **One-Time-Only Funds** means:
  - a. Titles III and VII 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 and VII 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 and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
10. **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.
11. **Program Income** means revenue generated by the Contractor or the Subcontractor 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 subcontract agreement.
12. **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).
13. **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)]

14. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria [22 CCR 7638.7(a)]:
  - a. Be open to the public. [45 CFR 1321.53(b)(3)]
  - b. Not means test. [OAA § 315(b)(3)]
  - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
  - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]
  
15. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]
  
16. Nutrition Education means an intervention Targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

## ARTICLE II. SCOPE OF WORK

The Subcontractor shall:

1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subcontractor 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, CSE
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CSE 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. 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.
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).
5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
6. If applicable, secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).

7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
8. Facilitate CSE's subcontracting process.
9. Facilitate CSE's process of review, approval, and monitoring of subcontractor's budgets and expenditures and any subsequent amendments and revisions to budgets. Subcontractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of the term of each agreement.
10. Facilitate CSE's process of monitoring, on an ongoing basis, Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subcontractor administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved.
11. CSE must follow up and ensure that Subcontractor 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.
12. If this Subcontract Agreement is for the provision of nutrition services, facilitate CSE'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 Subcontract 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. Subcontractor'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 CSE, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data.
15. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
16. Provide program information and assistance to the public.
17. Maintain a program data collection and reporting system as specified in Exhibit E of this Subcontract agreement.
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
19. 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. 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)] Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
  21. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
  22. 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.
  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. [1 USC 7 - Section 3 of the Defense of Marriage Act.
  25. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance.



## **EXHIBIT A2 - SCOPE OF SERVICE**

### **County of Plumas Nutrition**

Subgrantee agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Americans Act Title III, Subpart C regulations:

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

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2024:

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 34,253 congregate meals at nutrition sites in Plumas County from July 1, 2023 through June 30, 2024.
  - b) Subgrantee will provide 26,868 home-delivered meals in Plumas County from July 1, 2023 through June 30, 2024.
2. Nutrition Education (per person 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) Subgrantee 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) Subgrantee will provide a minimum of one in each quarter of the grant year.
  - c) Subgrantee 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: Subgrantee 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 foodborne illnesses. Documentation of all In-Service trainings will be submitted to the Area 3 Agency on Aging.

4. Food Safety Certification: Subgrantee 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: Subgrantee 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: Subgrantee 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 subgrantee 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 monitorings shall be submitted to the Area 3 Agency on Aging.
7. Monitoring of Home-Delivered Routes: Subgrantee 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 monitorings shall be submitted to the Area 3 Agency on Aging.
8. Satisfaction Survey: Subgrantee 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. Subgrantee 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 Eve Day	Christmas Day	New Year's Day
Martin L. King Day	Lincoln's Birthday	Presidents' Day
Memorial Day		

10. Subgrantee will serve the geographic area of Plumas County. Nutrition service will be available, at a minimum, in Chester, Portola, Quincy, and Graeagle.

## B. TARGET POPULATION OBJECTIVES

1. Subgrantee 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 those older adults who are at risk for 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 (Combined C-1, C-2)	Unduplicated To Be	Persons Served
Total New Seniors	15	18
New Low Income	2	2
New Minority	2	2
New Geographically Isolated	15	18

### C. REPORTING

1. Subgrantee 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. Performance by Subgrantee 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.
4. For performance objectives falling below 85% of the contracted level of units of service, Subgrantee must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
5. Subgrantees are required to meet all reporting and submittal deadlines. Any subgrantee who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subgrantee 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.
6. Failure of Subgrantee 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. Subgrantee shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to 1/12<sup>th</sup> of the total award amount each month, but there may be months where the costs are higher or lower. Subgrantee 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. Subgrantee may request an advance of up to 1/12<sup>th</sup> of the total available funding, but such an advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.
2. At closeout, Subgrantee 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 Subgrantee shall not exceed the maximum available funding of 162,461.
4. The total compensation for home-delivered to Subgrantee shall not exceed the maximum available funding of \$273,321
5. The total NSIP award will be available not to exceed \$9,528 for congregate and \$15,460 for home-delivered for a total of \$24,988.

E. MATCHING CONTRIBUTION

Subgrantee 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 Subgrantee's matching contribution.

F. EQUIPMENT PURCHASE

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

**EXHIBIT A3 - SCOPE OF SERVICE  
County of Plumas Transportation**

Subgrantee 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**

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2024:

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) Subgrantee 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) Subgrantee 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: Subgrantee 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. Subgrantee 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. Subgrantee 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. Subgrantee 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 Subgrantee 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, Subgrantee must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
4. Subgrantees are required to meet all reporting and submittal deadlines. Any subgrantee who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subgrantee 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 Subgrantee 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 Subgrantee shall not exceed the maximum available funding of \$30000.00.

**Exhibit B1  
Sub-Contractor Budget Detail  
Nutrition Services IIIC1**

<b>IIIC1: CONGREGATE NUTRITION SERVICES BUDGET</b>										
Agency:	Plumas County Public Health Agency									
Budget Period:	July - June (12 months)			( x ) Original Budget	( ) Revision No. ____				Date:	8/31/2023
Fiscal Year:	2324									
		<b>Activities</b>								
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other		
<b>COST CATEGORY</b>	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind	
(1) Personnel	\$115,500	\$115,500								
(2) Travel/Training	\$0									
(3) Equipment*	\$0									
(4) Consultants	\$1,500					\$1,500				
(5) Catered Food	\$0									
(6) Raw Food	\$85,589	\$85,589								
(7) Other Costs	\$40,000	\$40,000								
(8) Total Direct Costs	\$242,589	\$241,089	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	
(9) Indirect Costs	\$0									
(10) Total Cash/In-Kind	\$242,589	\$241,089	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	
(11) TOTAL ALL COSTS	\$242,589	\$241,089		\$0		\$1,500		\$0		
	(j) Budgeted									
<b>FUNDING CATEGORY</b>	Funds	(k) Cash	(l) In-Kind							
(12) USDA NSIP	\$9,528	\$9,528								
(13) Non-Matching	\$0									
(14) Matching	\$25,600	\$25,600								
(15) Grant Related Income	\$45,000	\$45,000								
(16) State GF IIIC1 Funds**	\$39,161	\$39,161								
(17) Federal IIIC1 Grant Funds***	\$123,300	\$123,300								
(18) TOTAL FUNDING	\$242,589	\$242,589	\$0							
Match (10.53% Minimum):	10.55%									
		<b>Funding</b>	\$	%						
		<b>Per Meal</b>								
		(32) N.S.I.P.	\$0.28	3.93%						
		(33) Non-Matching	\$0.00	0.00%						
		(34) Matching	\$0.75	10.55%						
<b>Contracted # of Meals:</b>		(35) Grant Related	\$1.31	18.55%						
34253		(36) Title III Grant	\$4.74	66.97%						
		(37) TOTAL	\$7.08	100%						
		<b>Cost/Meal</b>	\$	%						
		<b>by Activities</b>								
		(18) Meals	\$7.04	99.38%						
		(19) Program Mgmt	\$0.00	0.00%						
		(20) Nutrition Educ	\$0.04	0.62%						
		(21) Other	\$0.00	0.00%						
		(22) TOTAL	\$7.08	100%						
		<b>Cost/Meal</b>	\$	%						
		<b>by Cost Category</b>								
		(23) Personnel	\$3.37	47.61%						
		(24) Travel/Training	\$0.00	0.00%						
		(25) Equipment	\$0.00	0.00%						
		(26) Consultants	\$0.04	0.62%						
		(27) Catered Food	\$0.00	0.00%						
		(28) Raw Food	\$2.50	35.28%						
		(29) Other Costs	\$1.17	16.49%						
		(30) Indirect Costs	\$0.00	0.00%						
		(31) TOTAL	\$7.08	100%						
* (I) IT EQUIPMENT OR EQUIPMENT VALUED OVER \$4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P ** Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field *** Include all non-USDA Federal funds (Federal, Federal OTO, and any baseline adjustments) in this field										

**Exhibit B1  
Sub-Contractor Budget Detail (continued)  
Nutrition Services IIIC2**

<b>IIIC2: HOME DELIVERED NUTRITION SERVICES BUDGET</b>										
Agency:	Plumas County Public Health Agency			( x ) Original Budget	( ) Revision No. ____	Date: 8/31/2023				
Budget Period:	July - June (12 months)									
Fiscal Year:	2324									
		<b>Activities</b>								
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other		
<b>COST CATEGORY</b>	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind	
(1) Personnel	\$135,500	\$135,500								
(2) Travel/Training	\$0									
(3) Equipment*	\$0									
(4) Consultants	\$1,500			\$1,500						
(5) Catered Food	\$0									
(6) Raw Food	\$184,000	\$184,000								
(7) Other Costs	\$45,381	\$45,381								
(8) Total Direct Costs	\$366,381	\$364,881	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	
(9) Indirect Costs	\$0									
(10) Total Cash/In-Kind	\$366,381	\$364,881	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	
(11) TOTAL ALL COSTS	\$366,381	\$364,881		\$1,500		\$0		\$0		
	(J) Budgeted	(k) Cash	(l) In-Kind					<b>Cost/Meal</b>	<b>\$</b>	<b>%</b>
<b>FUNDING CATEGORY</b>	Funds	(k) Cash	(l) In-Kind					<b>by Activities</b>		
(12) USDA NSIP	\$15,460	\$15,460						(18) Meals	\$13.58	99.59%
(13) Non-Matching	\$0							(19) Program Mgmt	\$0.06	0.41%
(14) Matching	\$38,600	\$38,600						(20) Nutrition Educ	\$0.00	0.00%
(15) Grant Related Income	\$39,000	\$39,000						(21) Other	\$0.00	0.00%
(16) State GF IIIC2 Funds**	\$198,964	\$198,964						(22) TOTAL	\$13.64	100%
(17) Federal IIIC2 Grant Funds***	\$74,357	\$74,357								
(18) TOTAL FUNDING	\$366,381	\$366,381	\$0					<b>Cost/Meal</b>	<b>\$</b>	<b>%</b>
								<b>by Cost Category</b>		
Match (10.53% Minimum):	10.54%							(23) Personnel	\$5.04	36.98%
		<b>Funding</b>		<b>\$</b>	<b>%</b>			(24) Travel/Training	\$0.00	0.00%
		<b>Per Meal</b>						(25) Equipment	\$0.00	0.00%
		(32) N.S.I.P.		\$0.58	4.22%			(26) Consultants	\$0.06	0.41%
		(33) Non-Matching		\$0.00	0.00%			(27) Catered Food	\$0.00	0.00%
		(34) Matching		\$1.44	10.54%			(28) Raw Food	\$6.85	50.22%
		(35) Grant Related		\$1.45	10.64%			(29) Other Costs	\$1.69	12.39%
<b>Contracted # of Meals:</b>	26868	(36) Title III Grant		\$10.17	74.60%			(30) Indirect Costs	\$0.00	0.00%
		(37) TOTAL		\$13.64	100%			(31) TOTAL	\$13.64	100%

\* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER \$4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

\*\* Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field

\*\*\* Include all non-USDA Federal funds (Federal, Federal DTO, and any baseline adjustments) in this field



**Exhibit B1**  
**Sub-Contractor Budget Detail (continued)**  
**Transportation Services III B**

**TITLE III B TRANSPORTATION SERVICES BUDGET**

Agency: **Plumas County Public Health Agency**  
 Budget Period: **July - June (12 months)**  
 Fiscal Year: **2324**       Original Budget     Revision No. \_\_\_\_  
 Date: **8/31/2023**

COST CATEGORY		(a) Budgeted	(b) Regular	(c) Assisted
		Costs		
(1) Personnel	Cash	\$30,000	\$20,000	\$10,000
	In-Kind	\$0		
(2) Travel/Training	Cash	\$0		
	In-Kind	\$0		
(3) Equipment*	Cash	\$0		
	In-Kind	\$0		
(4) Vehicle Operating Costs	Cash	\$9,250	\$6,170	\$3,080
	In-Kind	\$0		
(5) Other Costs	Cash	\$1,500	\$1,000	\$500
	In-Kind	\$0		
<b>(6) Total Direct Costs</b>	Cash	\$40,750	\$27,170	\$13,580
	In-Kind	\$0	\$0	\$0
(7) Indirect Costs @ 10% MAX	Cash	\$0		
	In-Kind	\$0		
<b>(8) TOTAL ALL COSTS</b>	Cash	\$40,750	\$27,170	\$13,580
	In-Kind	\$0	\$0	\$0

FUNDING CATEGORY		(d) Budgeted	(e) Regular	(f) Assisted
		Funds		
(9) Non-Matching	Cash	\$0		
	In-Kind	\$0		
(10) Matching	Cash	\$4,350	\$2,900	\$1,450
	In-Kind	\$0		
(11) Grant Related Income	Cash	\$6,400	\$4,200	\$2,200
	In-Kind	\$0		
(12) Title III Grant Funds	Cash	\$30,000	\$20,000	\$10,000
	In-Kind	\$0		
<b>(13) TOTAL FUNDING</b>	Cash	\$40,750	\$27,100	\$13,650
	In-Kind	\$0	\$0	\$0

UNIT COST	(g) OVERALL	(h) Regular	(i) Assisted
(14) Total Cost	\$40,750	\$27,170	\$13,580
(15) Total Units of Service	3,300	2,200	1,100
(16) Cost/Unit of Service	12.34848485	\$12.35	\$12.35

MATCH CHECK	(j) OVERALL	(k) Regular	(l) Assisted
(17) Total Match	\$4,350	\$2,900	\$1,450
10.53% Minimum	10.67%	10.67%	10.68%

\* (I) EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

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

**ARTICLE I. FUNDS**

A. Expenditure of Funds

1. The Contractor 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 Subcontractor from paying any differences in costs, from funds other than those provided by CSE, between the CalHR rates and any rates Subcontractor 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 CSE. [SCM 2.17.2.A(4)]

Subcontractor agrees to include these requirements in all sub-subcontracts it enters into with sub-subcontractors to provide services pursuant to this Subcontract Agreement.

3. CSE reserves the right to refuse payment to Subcontractor or disallow costs for any expenditure, as determined by CSE to be: out of compliance with this Subcontract Agreement, unrelated or inappropriate to subcontract 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

1. Subcontractor 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 Subcontractor 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]

2. Financial Management Systems

Subcontractor 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).

#### C. Unexpended Funds

Upon termination, cancellation, or expiration of this Subcontract Agreement, or dissolution of the entity, the Contractor shall return to the State 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.

#### D. Funding Contingencies

1. It is understood between the parties that this Subcontract 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 Subcontract Agreement were executed after that determination was made.
2. This Subcontract 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 Subcontract 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 Subcontract Agreement in any manner.

#### 3. Limitation of Liability of CSE and/or State

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

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

#### 4. Funding Reduction(s)

- 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, CSE shall have the option to either:
  - (1) Terminate Subcontractor pursuant to Exhibit D., Article XII., A.
  - (2) Offer a subcontract amendment to Subcontractor to reflect the reduced funding for this Subcontract.
- b. In the event that CSE elects to offer an amendment, it shall be mutually understood by both parties that:
  - (1) CSE 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) CSE shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CSE. Interest amounts up to \$500 per year may be retained by the Subcontractor 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. Subcontractor 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 Subcontractor 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**

- A. Subcontractor shall be compensated for expenses only as itemized in Subcontractor's budget then most recently approved by CSE and shall not be entitled to payment for those expenses until review and approval by CSE of Subcontractor's budget and until review and approval by the State of CSE's Area Plan Budget incorporating Subcontractor's budget. Subcontractor's Budget as approved by CSE is hereby incorporated by reference into this Subcontract Agreement as a part of Exhibit B.
- B. At any time during the Subcontract period, CSE may request that Subcontractor revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.
- C. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subcontractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
  2. Fringe Benefits.
  3. Contractual Costs – subcontract and consultant cost detail.
  4. Indirect Costs.
  5. Rent - specify square footage and rate.
  6. Supplies.

7. Equipment - detailed descriptions and unit costs.
8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
10. Other Costs - a detailed list of other operating expenses.

#### D. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor'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. Subcontractors 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

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 Subcontract funds (except as noted in 4) and may reduce the total amount of Subcontract funds payable to the Subcontractor.
4. For Title IIIB and IIIC programs, if Program Income is earned by Subcontractor in excess of the amount reported in Subcontractor's last CSE-approved budget, and if aggregate Program Income earned by all providers and CSE exceeds the amount reported in CSE's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subcontractor 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 Subcontract Agreement.

7. Program Income must be used to expand baseline services.

#### B. One-Time Only (OTO) Funds

One-Time-Only funds are grant funds which are additional to Subcontractor's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subcontract Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subcontractor 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, Subcontractor shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subcontract period.

2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

#### C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Subcontractor, a sub-subcontractor, or other local resources that qualify as match for the Subcontract 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 Subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

### **ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION**

- A. Subcontractor may make written request to CSE for approval of a revision to Subcontractor's budget, but CSE may withhold such approval if such revision might cause CSE 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 Subcontractor is December 15th of the Subcontract Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by CSE.

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 CSE. To request approval for specific equipment items, requests with justifications shall be sent to sgebhart@csuchico.edu. Such items must also be included in Contractor's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

## ARTICLE V. PAYMENTS

A. Title III B and III C Programs

The Subcontractor shall prepare and submit to CSE a monthly expenditure report and request for payment, in a format determined by CSE, 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. CSE shall review requests for payment to ensure compliance with the approved Subcontract budget and will analyze current cash needs.
- C. CSE shall pay Subcontractor a total not to exceed the maximum amount specified herein. Payments to Subcontractor will be made after Enterprises receives funds from the Prime agency.
- D. CSE may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subcontractor, until such time as CSE determines that the financial management standards are met.

E. Maximum Funds Available

In consideration of the timely performance of the Subcontractor in a manner consistent with the law and this Subcontract Agreement, including reporting requirements, CSE shall pay the Subcontractor the **lesser** of (1) the Subcontractor'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 subcontract award for each category of service as specified herein, or as hereinafter modified in writing by CSE; or (3), at the option of CSE, 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 subcontract 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 CSE.

## ARTICLE VI. CLOSEOUT

- A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to CSE on or before July 26, 2024.

If a Subcontract is terminated prior to the end of the subcontract period, all reports are due within 20 calendar days following the date of termination.

- B. At CSE's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subcontractor fails to report sufficient match in the Financial Closeout Report.
- C. If the final expenditures reported to CSE exceed the amount paid to Subcontractor, CSE will reimburse the difference to Subcontractor up to the maximum amount. If the expenditures reported by Subcontractor are less than the payment amount, CSE will invoice Subcontractor 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 Subcontract Agreement is of no force or effect until CSE's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subcontractor may not commence performance until such approval has been obtained.

#### **2. Amendment**

No amendment or variation of the terms of this Subcontract agreement shall be valid unless made in writing, signed by the Parties and approved as required. No oral understanding or agreement not incorporated in the Subcontract Agreement is binding on any of the Parties.

#### **3. Conflict of Interest**

##### **A. Conflict of Interest**

- 1) CSE intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers and directors of the Subcontractors. Thus, CSE reserves the right to determine, in its reasonable discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to CSE review and prior approval.
- 2) Conflicts of interest include, but are not limited to:
  - a) An instance where Subcontractor, or any employee, officer, or director of Subcontractor receiving information in connection with the performance of services hereunder has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing such services would result in private or personal benefit.
  - b) An instance where, in connection with the performance of services hereunder, the Subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

##### **B. Evaluation**

- a) If either Party becomes aware of a known or suspected conflict of interest pursuant to the paragraph A above, the knowledgeable Party shall inform the other Party, and Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. Within twenty (20) calendar days from the date of notification of the conflict, Subcontractor will provide additional information sufficient to fully evaluate the nature and effects of the potential conflict.

- b) If a conflict of interest is determined to exist by CSE in its reasonable discretion and cannot be resolved to the satisfaction of CSE, the conflict will be grounds for terminating the Subcontract Agreement for good cause pursuant to Article XII of Exhibit D of this Subcontract Agreement. CSE may, at its discretion upon receipt of a written request from Subcontractor, authorize an extension of the timeline indicated herein.

#### **4. Audit**

Subcontractor agrees that CSE, 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. Subcontractor 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.

Subcontractor agrees to refund to CSE any amounts claimed for reimbursement and paid to Subcontractor which are later disallowed by CSE 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. Notices**

All notices permitted or required under this Subcontract Agreement shall be in writing and shall be delivered in person or transmitted to the mailing address or email address of the Party as specified in Exhibit A3 of this Subcontract Agreement.

#### **7. Subject Headings**

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

#### **8. 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, and other natural disasters such that performance is impossible.

#### **9. Nondiscrimination**

California Government Code section 12990(c) requires that every state contract and subcontract for public works or for goods or services contain a nondiscrimination clause prohibiting discrimination on the bases of legally protected classes.

The Department of Fair Employment and Housing is the state agency charged with enforcing California's civil rights laws, and requires the following language be included in this UTC. With

respect to this section, "contract" means this Subcontract Agreement; "Contractor" means Subcontractor; and "subcontract" means sub-subcontract.

During the performance of this contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.).

The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

#### **10. Governing Law**

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

#### **11. Severability**

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

#### **12. Entire Agreement**

This Subcontract Agreement constitute(s) the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the Parties, written or oral.

#### **13. Order of Precedence for Exhibits.**

Any inconsistency in the provisions under this Agreement shall be resolved by giving precedence in the following order:

1. Exhibit D - Special Terms and Conditions
2. Exhibit E - Additional Provisions
3. Exhibit C - General Terms and Conditions

**Exhibit D**  
**Special Terms and Conditions**

<b>Agency</b> (Required for federal funding source)	<b>Prime Agreement Number/Date</b> (if available)	<b>If Federal, CFDA Number</b>	<b>Is prime award R&amp;D? (yes/no)</b>
U.S. Department of Health and Human Services, Administration for Community Living	AP-2324-03	93.044 93.045 93.053	No

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

A. General Definitions

1. The term "Subcontract Agreement" or "Subcontract" shall mean this numbered Subcontract Agreement, Exhibits A, AA, BB, C, D, and E, and Exhibit B which is Subcontractor's Budget as approved by CSE, amendments hereto, the Request for Proposal and Subcontractor's Proposal, if any, the terms and conditions of Agreement No. AP-1920-03 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. "Subcontractor" means the governmental, nonprofit, or other legal entity awarded funds under this Subcontract Agreement and is accountable to CSE 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 Subcontract 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. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
12. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor 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.

#### B. Resolution of Language Conflicts

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. This Subcontract Agreement, and all exhibits and amendments thereto.
2. The HHS Grant Terms and Conditions.
3. The Older Americans Act and other applicable federal statutes and their implementing regulations.
4. If applicable, the Older Californians Act and other California State codes and regulations.
5. Agreement No. AP-1920-03 between CSE 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](https://www.hhs.gov/grants/grants/grants_policies-regulations/index.html)
7. Program memos and other guidance issued by CDA.

## ARTICLE II. ASSURANCES

### A. Law, Policy and Procedure, Licenses, and Certificates

Subcontractor agrees to administer this Subcontract 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 Subcontract Agreement and resolve all issues using good administrative practices and sound judgment. Subcontractor and its sub-Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

### B. Subcontracts

The Subcontractor shall require language in all subcontracts to require all sub-Subcontractors to comply with all applicable State and federal laws.

### C. Nondiscrimination

The Subcontractor 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 Subcontractor shall comply with the following:

#### 1. Equal Access to Federally Funded Benefits, Programs and Activities

The Subcontractor 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.

#### 2. Equal Access to State-Funded Benefits, Programs and Activities

The Subcontractor 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]

#### 3. California Civil Rights Laws

Subcontractor 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 Subcontract Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Subcontractor 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 Subcontractor's internal policies are not used in violation of California Civil Rights Laws.

4. The Subcontractor assures CSE 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.)
5. The Subcontractor agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subcontract Agreement.

#### D. Standards of Work

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

#### E. Conflict of Interest

1. The Subcontractor 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 CSE determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by CSE and such conflict may constitute grounds for termination of the Subcontract Agreement.
2. 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.

#### F. Covenant Against Contingent Fees

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

## G. Payroll Taxes and Deductions

Subcontractor 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.

## H. Facility Construction or Repair

This section applies only to Title III 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 CSE.

1. When applicable for purposes of construction or repair of facilities, Subcontractor 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 CDA.
3. When funding is provided for construction and non-construction activities, Subcontractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

## I. Sub-Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]



4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code§ 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. Subcontractor certifies to the best of its knowledge and belief, that it and its sub-Subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not, within a three-year period preceding this Subcontract 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.
  - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification.
  - d. Have not, within a three-year period preceding this Subcontract Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. Subcontractor shall report immediately to CSE in writing, any incidents of alleged fraud and/or abuse by either Subcontractor or sub-Subcontractors.
3. Subcontractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CSE.
4. Subcontractor agrees to timely execute any and all amendments to this Subcontract Agreement or other required documentation relating to the sub-Subcontractor's debarment/suspension status.

K. Agreement Authorization

- l. If a public entity, Subcontractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity,

Subcontractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents, including minute orders must also identify the action taken.
3. 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 Subcontractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Subcontractor shall maintain adequate staff to meet Subcontractor's obligations under this Agreement.
2. This staff shall be available to the State and/or to CSE for training and meetings which the State and/or CSE may find necessary from time to time.

M. Corporate Status

1. Subcontractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. Subcontractor shall ensure that any sub-Subcontractors providing services under this Agreement shall be of sound financial status.
3. 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.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subcontract Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-subcontract by Subcontractor until satisfactory status is restored.

N. Lobbying Certification

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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.

2. 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, Subcontractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
  3. Subcontractor 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.
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
  5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
  6. 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.
0. Subcontractor and its sub-Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

### **ARTICLE III. AGREEMENT**

A copy of this Subcontract Agreement is on file and available for inspection at Chico State Enterprises, 25 Main Street, Suite 103, Chico, CA 95928-5388.

### **ARTICLE IV. COMMENCEMENT OF WORK**

Should Subcontractor 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.

### **ARTICLE V. SUB-SUBCONTRACTS BY SUBCONTRACTOR**

Subcontractor shall not sub-subcontract any portion of the work under this Subcontract Agreement without prior review of the proposed sub-subcontracting agreement and written approval by CSE. Should work begin in advance of receiving such approval, that work may be considered as having been performed at risk as a mere volunteer and its cost may not be reimbursed or compensated. Moreover, the authorization by Subcontractor of such work without prior review of the proposed sub-subcontracting agreement and written

approval by CSE may be deemed by CSE to be cause for immediate suspension or termination of this Subcontract Agreement.

- A. Subcontractor is responsible for carrying out the terms of this Subcontract Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any sub-subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. Subcontractor's decision is final, and the Sub-subcontractor has no right of appeal to CSE or CDA.
- B. Subcontractor shall, in the event any Sub-subcontractor is utilized by Subcontractor for any portion of this Subcontract Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XVIII of this Exhibit, for handling property in accordance with Article VII of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI of this Exhibit.
- C. Subcontractor shall not obligate funds for this Subcontract Agreement in any sub-subcontracts for services beyond the ending date of this Subcontract Agreement.
- D. Subcontractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of CSE or the State.
- E. Subcontractor shall maintain on file copies of sub-subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CSE or CDA.
- F. Subcontractor shall monitor the insurance requirements of its sub-Subcontractors in accordance with Article XI, Section G of this Exhibit.
- G. Subcontractor shall ensure that the sub-Subcontractor will complete all reporting and expenditure documents requested by CSE. These reporting and expenditure documents shall be sent to Subcontractor in a timely manner and at intervals as determined by CSE.
- H. Subcontractor shall, prior to the awarding of a sub-subcontract to any for-profit entity, submit the following to CSE for review and approval:
  - 1. The Request for Proposal or Invitation for Bid.
  - 2. All bid proposals received.

3. The proposal or bid evaluation documentation, along with Subcontractor's rationale for awarding the sub subcontract to a for-profit entity. [22 CCR 7362] Where a program may be subcontracted to a for-profit organization, Subcontractor should include in its sub-subcontract with the for-profit entity, a requirement for performance of a program-specific audit of the sub-subcontracted program by an independent audit firm.
- I. Subcontractor shall require all sub-Subcontractors to maintain adequate staff to meet the sub-Subcontractor's Agreement with Subcontractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- J. If a private nonprofit corporation, the sub-Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- K. Subcontractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a sub Subcontractor relationship exists. If such a relationship exists, then Subcontractor shall follow the procurement requirements in the applicable OMB Circular.
- L. Subcontractor shall utilize procurement procedures as follows:
  1. Subcontractor shall obtain goods and services through open and competitive awards. Subcontractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
  2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). Subcontractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

## **ARTICLE VI. RECORDS**

- A. Subcontractor 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 CSE) to the audited financial statements, single audit report, and general ledgers. 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 CSE and CDA. All records pertaining to this Subcontract Agreement must be made available for inspection and audit by CSE 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 Subcontractor: (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 Subcontract Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Subcontract 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.

Subcontractor shall ensure that any resource directories and all client records remain the property of CSE and CDA upon termination of this Subcontract Agreement and are returned to CSE and/or CDA or transferred to another Subcontractor as instructed by CSE 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 CSE and/or the State and is so stated in writing to Subcontractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by CSE under this Subcontract Agreement.
- F. If the allowability of expenditures cannot be determined because records or documentation of Subcontractor 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 CSE 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 XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

## **ARTICLE VII. PROPERTY**

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Subcontract Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this Subcontract agreement, which meets any of the following criteria is subject to the reporting requirements:
1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
  2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. Subcontractor shall keep track of property purchased with funds from this Subcontract Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either Subcontractor or its Sub-subcontractors with funds awarded under the terms of this Agreement, as instructed by CSE. Subcontractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.
- F. Subcontractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. Property identification number identifying it as CDA Property.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

G. Disposal of Property

1. Prior to disposal of any property purchased by Subcontractor or the sub-Subcontractor with funds from this Subcontract Agreement, Subcontractor must obtain approval from CSE, which will in turn seek approval from CDA, for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CSE and CDA. Subcontractor shall submit to CSE a Request to Dispose of Property (CDA 248). CDA will then instruct CSE, and CSE will then instruct Subcontractor, on disposition of the property.
2. Once approval for disposal has been received from CDA and CSE, and Subcontractor has reported to CSE the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subcontractor's inventory report.
3. Subcontractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

H. Any loss, damage, or theft of equipment shall be investigated, fully documented and Subcontractor shall promptly notify CSE.

I. CSE and the State reserves title to all CSE and/or State-purchased or financed property not fully consumed in the performance of this Subcontract Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.



- J. Subcontractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subcontractor has complied with all written instructions from CSE and/or CDA regarding the final disposition of the property.
- K. In the event of Subcontractor's dissolution or upon termination of this Subcontract Agreement, Subcontractor shall provide a final property inventory to CSE. CSE and the State reserves the right to require Subcontractor to transfer such property to another entity, or to CSE or to the State.
- L. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of Subcontractor's dissolution, CSE or the State will issue specific written disposition instructions to Subcontractor.
- M. Subcontractor shall use the property for the purpose for which it was intended under the Subcontract Agreement. When no longer needed for that use, Subcontractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. For another CDA program providing the same or similar service.
  - 2. For another (DA-funded program.
- N. Subcontractor may share use of the property and equipment or allow use by other programs, upon written approval from CSE and CDA. As a condition of the approval, CSE and/or CDA may require reimbursement under this Subcontract Agreement for its use.
- O. Subcontractor shall not use equipment or supplies acquired under this Subcontract Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- Q. Subcontractor shall include the provisions contained in this Article in all its sub-subcontracts awarded under this Agreement.

## **ARTICLE VIII. ACCESS**

Subcontractor shall provide access to CSE, 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 Subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subcontractor shall include this requirement in its sub-subcontracts.

## **ARTICLE IX. MONITORING AND EVALUATION**

- A. Authorized CSE and/or State representatives shall have the right to monitor and evaluate Subcontractor's administrative, fiscal and program performance pursuant to this Subcontract 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. Subcontractor shall cooperate with CSE and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. Subcontractor 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. Subcontractor 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 X. AUDIT REQUIREMENTS**

- A. If Subcontractor is a local government agency or a non-profit organization or an educational institution, and Subcontractor expends \$750,000 or more in federal funds during its fiscal year, Subcontractor shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; and 2 CFR 200.501 to 200.521 [formerly OMB Circular A-133]. A copy shall be submitted to:

Chico State  
Enterprises  
Attn: AAA  
Fiscal Officer  
25 Main  
Street, Suite  
103  
Chico, CA 95928-5388

The copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Subcontractor shall ensure that expenditures of funding awarded under this Subcontract Agreement are displayed in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibit E of this Subcontract Agreement Section E of this Article.

- B. Subcontractor shall perform a reconciliation of its "Financial Closeout Report" to its audited financial statements, single audit, and general ledger. The reconciliation shall be maintained and made available for CSE and CDA review.
- C. CSE will review Subcontractor's resolution within 15 months of Subcontractor's submission of its "Financial Closeout Report."
- D. CSE's agreement with CDA imposes upon CSE the responsibility for resolving this subcontract with Subcontractor to determine whether funds provided under this Subcontract Agreement are expended in accordance with applicable laws, regulations, and provisions of the Subcontract Agreement.

Subcontract resolution includes:

1. Ensuring that Subcontractor, if other than a for-profit entity, and if it expends \$750,000 or more in Federal Awards during Subcontractor's fiscal year, has met the audit requirements of [2 CFR §200.501- §200.521 [formerly OMB Circular A-133] as summarized in Section D and E of this Article and 45 CFR 75.501-75.521 as summarized in section C and D of this Article.
2. Issuing a management decision on Subcontractor's audit findings within six (6) months after receipt of Subcontractor's single audit report and ensuring that Subcontractor takes appropriate and timely corrective action.
3. Reconciling expenditures reported to CSE to the amounts identified in the single audit, or in other type of audit if Subcontractor is not subject to single audit requirements. If Subcontractor is not required to obtain a single audit

and did not obtain another type of audit, the reconciliation of expenditures reported to CSE must be accomplished through the performance by CSE of alternative procedures (e.g., risk assessment [2 CFR 200.331], documented review of financial statements, and documented expense verification, including match, etc.).

4. When alternative procedures are used, CSE will perform testing of Subcontractor's financial management system for the following:
    - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
    - b. Records that adequately identify the source and application of funds for each federally funded activity.
    - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
    - d. Comparison of expenditures with budget amounts for each federal award.
    - e. Written procedures to implement the requirements of 2 CFR 200.305.
    - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E - Cost Principles (2 CFR 200.302).
  5. CSE will document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  6. CSE will determine whether the results of the reconciliation performed necessitate adjustment of CSE's **own** records.
  7. Subcontractor shall facilitate CSE's fulfillment of all of CSE's subcontract resolution responsibilities.
- E. If a single audit report is required, Subcontractor's single audit report shall meet 2 CFR Part 200, Subpart F - Audit Requirements [formerly OMB Circular A-133] requirements:
1. Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. (2 CFR 200 512)
  2. Properly procured - use procurement standards for auditor selection. (2 CFR 200.509)
  3. Performed in accordance with Generally Accepted Government Auditing Standards. (2 CFR 200.514)

4. All inclusive - includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements, and the schedule of findings and questioned costs. (2 CFR 200.515)
  5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- F. Subcontractor shall include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards, that CSE and the State shall have access to all audit reports and supporting work papers, and that the CSE and CDA have the option to perform additional work, as needed.
- G. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR 200, Subpart F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  2. Any costs of auditing non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F - Audit Requirements because its expenditures under Federal awards are less than \$750,000 during the non-federal entity's fiscal year.
- H. Subcontractor shall cooperate with and participate in any further audits which may be required by CSE or by the State.

#### **ARTICLE XI. INSURANCE**

- A. Prior to commencement of any work under this Subcontract Agreement, Subcontractor shall provide 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 Subcontract Agreement.

3. If applicable, or unless otherwise amended by future regulation, Subcontractor 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 Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. Subcontractor shall notify CSE 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 CSE, 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 Chico State Enterprises, the California State University, Chico, the Trustees of the California State University, the State of California, their officers, agents, employees, and servants are included as additional insureds, with respect to work performed under this Subcontract Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.
  3. Chico State Enterprises shall be named as the certificate holder and CSE'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 Subcontract Agreement. In the event the insurance coverage expires during the term of this Subcontract Agreement, Subcontractor agrees to provide CSE, 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 Subcontractor fails to keep in effect at all times said insurance coverage, CSE may, in addition to any other remedies it may have, terminate this Subcontract Agreement.

- G. Subcontractor shall require its sub-Subcontractors under this Subcontract 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, Subcontractor shall require all of its sub-Subcontractors to hold Subcontractor harmless. The sub-Subcontractor's Certificate of Insurance for general and auto liability shall also name Subcontractor, not CSE nor the State, as the certificate holder and additional insured. Subcontractor 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 Subcontract Agreement number shall be submitted to CSE with this Subcontract Agreement.
- I. Subcontractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subcontractor affirms to comply with such provisions before commencing the performance of the work under this Subcontract Agreement. [Labor Code§ 3700]

## **ARTICLE XII. TERMINATION**

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

CSE may terminate performance of work under this Subcontract Agreement, in whole or in part, without cause, if CSE determines that a termination is in CSE's best interest. CSE may terminate the Agreement upon ninety (90) days written notice to Subcontractor. 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 Subcontract Agreement is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice.

Subcontractor shall submit to CSE a Transition Plan as specified in Article IV of Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

## B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to Subcontractor. 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. Subcontractor shall submit to CDA a Transition Plan as specified in Exhibit E. 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 Subcontract Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Subcontract Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Subcontract Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that Subcontractor is in an unsatisfactory financial condition as determined by an audit of Subcontractor or evidence of a financial condition that endangers performance of this Subcontract Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Subcontract Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of Subcontractor's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against Subcontractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subcontractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]



11. Subcontractor's organizational structure has materially changed.
12. CSE and/or CDA determines that Subcontractor 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, Subcontractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

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

1. Stop work as specified in the Notice of Termination.
2. Place no further sub-subcontracts for materials or services, except as necessary, to complete the continued portion of the Subcontract Agreement.
3. Terminate all agreements with sub-subcontractors and vendors 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 this Subcontract Agreement 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 Subcontractor. The notice shall describe the action being taken by CSE, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination

Pursuant to 22 CCR 7210, Subcontractor may voluntarily terminate this Subcontract prior to its expiration either by mutual agreement with CSE or upon seventy -five (75) days written notice to CSE.

Subcontractor shall, at least seventy-five (75) days prior to the end of this Subcontract period, give written notice to CSE if Subcontractor intends not to provide one or more

Area Plan programs included in this Subcontract Agreement during the subsequent subcontract period. In the case of voluntary termination, Subcontractor shall allow CSE up to one hundred eighty (180) days to transition services. Subcontractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the Event of a Termination Notice

CSE will present written notice to Subcontractor 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 XIII. REMEDIES**

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

**ARTICLE XIV. DISSOLUTION OF ENTITY**

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

**ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Subcontract Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subcontract Agreement is binding on any of the parties.
- B. CSE reserves the right to revise, waive, or modify the Subcontract Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

**ARTICLE XVI. NOTICES**

- 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 Subcontractor 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 Projects Administration  
25 Main Street, Suite 204  
Chico, CA 95928-5388

Notices mailed to Subcontractor shall be to the address indicated on the signature page of this Subcontract Agreement.

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

#### **ARTICLE XVII. CSE CONTACT**

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

#### **ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY**

##### **A. Information Assets**

Subcontractor, and its sub-Subcontractors/vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any

information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy and may include but are not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, **WAN**, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

## B. Encryption on Portable Computing Devices

Subcontractor and its sub-Contractors/vendors are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

## C. Disclosure

1. Subcontractor and its sub-Subcontractors/vendors shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. Subcontractor and its sub-Subcontractors/vendors shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Subcontract Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include but not be limited to name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. Subcontractor and its sub-Subcontractors/vendors shall not use PSCI above for any purpose other than carrying out Subcontractor's obligations under this Subcontract Agreement. Subcontractor and its sub subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. Subcontractor and its sub-Subcontractors shall not disclose, except as otherwise specifically authorized or required by this Subcontract Agreement or court order, any identifying information obtained under the terms of this Subcontract Agreement to anyone other than CSE and CDA without prior written authorization from CSE, which may at its option request written authorization from CDA. Subcontractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. Subcontractor and its sub-subcontractors/vendors may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Subcontractor accept such blanket authorization from any participant

D. Security Awareness Training

1. Employees, sub-subcontractors/vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at [www.aging.ca.gov/ProgramsProviders/#Resources](http://www.aging.ca.gov/ProgramsProviders/#Resources) within thirty {30} days of the start date of this Subcontract Agreement or within thirty {30} days of the start date of any new employee, sub-subcontractor, vendor, or volunteer's employment and annually thereafter.
2. Subcontractor must maintain certificates of completion on file and provide them to CSE upon request.

E. Health Insurance Portability and Accountability Act {HIPAA}

Subcontractor agrees to comply with the privacy and security requirements of HIPAA and ensure that sub subcontractors/vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

Subcontractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Subcontract Agreement. This is to ensure that Subcontractor is aware of, and agrees to comply with, its obligation to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Subcontractor and its sub contractors/vendors must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by Subcontractor and its sub-Subcontractors/vendors to anyone whose PSCI could have been breached in accordance with HIPPA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

Subcontractor and its sub-Subcontractors/vendors shall apply security patches and upgrades in a timely manner and keep virus software up to date on all systems on which State data may be stored or accessed.

J. Electronic Backups

Subcontractor and its sub-Subcontractors/vendors shall ensure that all electronic information is protected by performing regular backup of files and databases and ensure the availability of information assets for continued business. Subcontractor and its sub-Subcontractors/vendors shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of Subcontractor with its sub Subcontractors/vendors.

**ARTICLE XVIII. COPYRIGHTS AND RIGHTS IN DATA**

A. Copyrights

1. If any material funded by this Subcontract Agreement is subject to copyright, CSE reserves the right to copyright such material and Subcontractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. Subcontractor may request permission to copyright material by writing to the Director of CSE. The Director shall grant permission or give reason for denying permission to Subcontractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CSE, CSE 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. Subcontractor 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. Subcontractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subcontract Agreement without the express written consent of the Director of CSE. That consent shall be given, upon receipt by CSE 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 CSE. CSE or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subcontractor from sharing identifying client information authorized by the participant or summary program information which is not client specific.
2. As used in this Subcontract 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 Subcontract 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 Subcontract Agreement, the State and/or CSE 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 Subcontract Agreement.

## **ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES**

### A. Needs Assessment

- I. Subcontractor shall assist CSE as necessary for CSE to conduct a cultural and linguistic group-needs assessment of the eligible client population in the Subcontractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.

- d. Local or frequently used resources available to Subcontractor.

This group-needs assessment will serve as the basis for CSE's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code §11135 et seq.; 2 CCR 11200 et seq., and 22 CCR 98300 et seq.

2. Subcontractor shall assist CSE as necessary for CSE to prepare and make available a report of the findings of the group-needs assessment that summarizes the items listed below:
  - a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. CSE shall maintain a record of the group-needs assessment on file at the offices of the Area 3 Agency on Aging at all times during the term of this Subcontract Agreement. [22 CCR 98310, 98313]

#### B. Provision of Services

1. Subcontractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Subcontract Agreement. [22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.



3. Based upon the findings of the group needs assessment, Subcontractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]
4. Subcontractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at Subcontractor's office at all times during the term of this Subcontract Agreement. (22 CCR 98310)
5. Subcontractor shall notify its employees of clients' rights regarding language access and Subcontractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by CSE with Subcontractor's assistance. [22 CCR 98324]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Subcontract Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. Subcontractor, with CSE's assistance, shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. Subcontractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. Subcontractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Subcontractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. Subcontractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code §11135 et seq. [22 CCR 98326]
3. Subcontractor shall notify CSE immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310,

## **Exhibit E Additional Provisions**

### **ARTICLE I. ASSURANCES SPECIFIC TO TITLE III PROGRAMS**

#### **A. General Assurances**

Subcontractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Subcontractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
3. CSE will make funds available to Subcontractor 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 Subcontract 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. Subcontractor 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. Subcontractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
  - a. Subcontractor 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. Subcontractor 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 CSE and CDA.
9. Subcontractor 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. Subcontractor shall assist AAA to identify and make contact with the local Office of Emergency Services (OES) for Subcontractor's service area and to define Subcontractor's, AAA's, and the OES' respective roles and responsibilities. Subcontractor may participate in a discussion of the types of clients served by Subcontractor and how their needs will be addressed by the OES in the community.
11. Subcontractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CSE.
12. Subcontractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
13. If a senior nutrition program provider, Subcontractor 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, Subcontractor 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. Subcontractor shall assure that the following publication conditions are met:

Materials published or transferred by Subcontractor and financed with funds under this Subcontract 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)**

In accordance with OAA § 731, Subcontractor 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**

- A. Subcontractor 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 CSE and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]
- B. Subcontractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subcontractor shall submit a written explanation to CSE 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. Subcontractor shall verify the accuracy of the data with the understanding that it will be submitted by CSE to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.

- D. Subcontractor shall have written procedures specific to each program which include:
  - 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 CSE.
  - 3. Verification of data prior to submission to CSE.
  - 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. Subcontractor shall train and orient staff regarding program data collection and reporting requirements. Subcontractor 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**

- A. If Subcontractor disputes the administration of this Subcontract Agreement, either fiscal or nonfiscal, Subcontractor shall use the appeal procedure established by CSE and the Area Agency on Aging. Unless CSE notifies Subcontractor of a different stated time, Subcontractor shall file an appeal within thirty (30) days of the disputed action.
- B. Only after Subcontractor has exhausted all appeal procedures established by CSE and the Area Agency on Aging shall Subcontractor use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal CSE'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.
- D. Subcontractor shall submit a transition plan to CSE within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subcontract Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and CSE 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.
- E. Subcontractor shall implement the transition plan as approved by CDA and CSE. CSE will monitor Subcontractor's progress in carrying out all elements of the transition plan.
- F. If Subcontractor fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subcontract Agreement, Subcontractor will implement a transition plan submitted by CSE to Subcontractor following the Notice of Termination.

#### **ARTICLE VI. ADDITIONAL TERMS AND CONDITIONS (CSE)**

- A. Subcontractor's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subcontractor'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 CSE and/or CDA.
- B. Subcontractor shall develop and maintain a written grievance process for reviewing and attempting to resolve complaints of older individuals or persons authorized to act on behalf of older individuals. At a minimum the process shall include all of the following
1. Time frames within which a complaint will be acted upon.
  2. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of Subcontractor's review.

3. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent. Subcontractor shall notify all older individuals of the grievance process, both through Subcontractor and the AAA, available to them by:
  - a. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
  - b. "Substantial number" and "significant number" shall be determined by the AAA.
  - c. Advising homebound older individuals of the process either orally or in writing upon Subcontractor's contact with the individuals.

Complaints may involve, but not be limited to, any or all of the following:

- 1) Amount or duration of a service.
- 2) Denial or discontinuance of a service.
- 3) Dissatisfaction with the service being provided or with Subcontractor. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
- 4) Failure of Subcontractor to comply with any of the requirements set forth in CDA's regulations or in this Subcontract Agreement.

Note: Nothing in this section shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of AAA's or Subcontractor's governing board. [CCR 7400]

- A. Subcontractor shall be in full contract compliance within 120 days of the beginning date of this Subcontract Agreement. If full compliance has not occurred within this time period, CSE shall have the right to evaluate Subcontractor's capacity to fulfill Subcontract goals. [CCR 7364(c)].



B. Unless there are exceptional circumstances as determined by CSE, should Subcontractor's performance under this Subcontract 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, CSE may take the following steps:

1. CSE will advise Subcontractor of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.
2. Subcontractor shall respond within 30 working days of receipt of above notice with a plan for correction.
3. If approved by CSE, the plan shall be implemented by Subcontractor within forty-five (45) days of receipt of the notification described in Item 1 (above).
4. If Subcontractor 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, CSE may serve a written termination notice on Subcontractor, which termination may become effective immediately. In the event of such termination, CSE 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 Subcontract Agreement.
5. Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subcontractor'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 CSE.
6. Subcontractor is a Congregate Nutrition service provider, Subcontractor shall assure that Subcontractor shall be in operation at least five (5) days per week, except in a rural areas where such frequency is not feasible, and a lesser frequency is approved by CSE and CDA.
7. An amendment is required to change Subcontractor's name as listed on this Subcontract Agreement. Upon receipt of legal documentation of name change CSE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

8. Subcontractor shall defend, indemnify, and hold harmless CSE, California State University, Chico, 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 Subcontractor, its officers, employees, and agents.
  
9. CSE shall defend, indemnify, and hold harmless Subcontractor, 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.

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
Area Plan (AP)	Financial Alignment (FA)
HICAP (HI)	MIPPA (MI)
MSSP (MS)	SNAP-Ed (SP)
Title V (TV)	

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.



STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

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Contractor/Vendor Printed Name and Title

---

Contractor/Vendor Signature

---

Date

---

CDA Program/Project

---

Contract Number



**PLUMAS COUNTY  
COUNTY COUNSEL  
MEMORANDUM**

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

**FROM:** Kristina Rogers, Paralegal III/Deputy Clerk of the Board

**MEETING DATE:** December 5, 2023

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County and Attorney Linda Judge to provide legal representation to conservatees and proposed conservatees in probate and L.P.S. proceedings; effective November 13, 2023; not to exceed \$1,150 per month or \$13,800.00 per year; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Attorney Linda Judge to provide legal representation to conservatees and proposed conservatees in probate and L.P.S. proceedings; effective November 13, 2023; not to exceed \$1,150 per month or \$13,800.00 per year.

**Background and Discussion:**

The Office of the Public Guardian insures the physical and financial safety of persons unable to do so on their own, and when there are no viable alternatives to a public conservatorship. The Superior Court determines whether a conservatorship should be established. The court process includes petitioning the court and notifying the proposed conservatee and his or her family of the proceedings. A conservatorship is only established as a last resort through a formal hearing. The Superior Court can appoint the Public Guardian as a conservator of the person only, estate only (for probate) or both person and estate. There are generally two types of conservatorships – Probate and LPS.

Probate Conservatorships are primarily established for frail adults who are unable to provide for their own personal needs for physical health, food, clothing and/or shelter or cannot manage their own finances or cannot resist undue influence. Probate conservatorships are often used for older adults with severe limitations and for younger adults who have serious cognitive impairments, and will remain in effect until the conservatee can show that he/she is again capable of handling his/her own affairs appropriately.

LPS Conservatorships are established to arrange mental health treatment and placement for people who are gravely disabled and unable to provide for their food, clothing, shelter and treatment needs as a result of a mental disorder. An LPS conservator does have the authority to place a conservatee in a psychiatric treatment facility, and these conservatorships must be renewed on an annual basis.

People who are the subject of a probate or LPS conservatorship are entitled to have an attorney appointed to represent them at the County's expense if they cannot afford to pay for a private attorney. Since representation in Public Guardian/Conservatorship cases is excluded from the current Public Defender contracts, Plumas County has separately contracted for such services with a local attorney, Linda Judge. Ms. Judge is willing to provide such services.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Attorney Linda Judge to provide legal representation to conservatees and proposed conservatees in probate and L.P.S. proceedings; effective November 13, 2023; not to exceed \$1,150 per month or \$13,800.00 per year.

**Fiscal Impact:**

(General Fund Impact) as approved in FY23/24 budget. Fees for this agreement are payable from the Public Defender Budget, a part of the General Fund. In rare situations, where a conservatee has sufficient assets and income, a portion of the legal fees paid to Ms. Judge may be recovered by the County from the conservatee's estate upon court approval.

**Attachments:**

1. Legal Services Contract LJudge

## LEGAL SERVICES AGREEMENT

This Agreement is made between Linda Judge, (hereafter referred to as “Attorney”) and Plumas County, a political subdivision of the State of California, (hereafter referred to as “County”).

**WHEREAS**, the purpose of this Agreement is to provide court-appointed counsel to conservatees who fall within the provisions of Section 5365 of the Welfare and Institutions Code and sections, 1470, 1471, 1823(b)(6) and section 1826(g) of the Probate Code and also specifically includes appointment for dementia cases and guardianship cases in the same capacity.

**NOW, THEREFORE**, the parties agree as follows:

1. **TERM.** The term of this Agreement commences November 13, 2023 and shall remain in effect through November 12, 2024, unless terminated earlier pursuant to this Agreement. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 13, 2023, to the date of approval of this Agreement by the Board of Supervisors.
2. **LEGAL SERVICES.** Attorney will provide the following services:
  - A. Attorney shall represent conservatees as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365 and Probate Code Sections 1470, 1471, 1823(b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney shall also accept appointment in guardianship and dementia cases in the same capacity.
  - B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.
  - C. When an L.P.S. or Probate conservatorship is set for a hearing or reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of-town clients and meeting space, if requested by Attorney.
  - D. Attorney shall notify Public Guardian and/or Mental Health staff at least two (2) weeks in advance of the hearing as to the conservatee’s wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.

- E. Attorney shall make phone calls or have face-to-face meetings with each appointed conservatee, at approximately six month intervals to answer any questions, concerns or complaints the conservatee has with the present placement. (It is important that Attorney and conservatees have regular contact so they become familiar with one another and conservatees are aware they have legal representation when hearings occur.)
  - F. Attorney shall be available for phone contact from conservatees or staff from Mental Health and Public Guardian as well as family when a new conservatorship is being established, should problems or questions arise in regards to the conservatorship.
  - G. Attorney shall comply with all certification, insurance, and education requirements as outlined in Ca Rules of Court 7.1105 for the duration of the contract.
3. **INDEPENDENT CONTRACTOR.** Independent Contractor: a) Attorney is an independent contractor and not an agent, officer, or employee of County. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association; b) Attorney shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence; and c) Attorney is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
4. **STATEMENTS AND COMPENSATION.** Attorney shall provide a monthly invoice to the Plumas County Counsel's Office, 520 Main Street, Room 302, Quincy, CA 95971 which shall include a statement as to caseload information and the number of hours spent on each case per month. Attorney's statement shall contain sufficient information and detail to support an application pursuant to Probate Code section 1472 and 2647 for the determination of the ability to pay attorney's fees by the conservatee or the conservatee's estate. Where the conservatee's estate appears sufficient, County will initiate the applications pursuant to Probate Code sections 1472 and 2647 to determine the conservatee's ability to pay Attorney's fees and shall include 1) a request that the County be reimbursed for fees paid to Attorney, and 2) that Attorney be allowed a reasonable fee at his customary rate of \$125.00 per hour, less any amounts paid by County.

Attorney shall be compensated at the rate of One Thousand One Hundred Fifty Dollars (\$1,150) per month. In the case of a contested trial lasting more than two

days, commencing on the third day Attorney will be compensated at the hourly rate for conflict appointments in criminal cases. To the extent that work on guardianship and dementia cases exceeds 13.25 hours in any given calendar month, Attorney will be entitled to the same hourly compensation for excess hours worked. 180 days after the execution of this contract, Attorney shall be able to request a meeting with County Counsel if the Attorney finds that the reimbursement prove to be insufficient for the work done at which point both parties will act in good faith to negotiate a wage that is satisfactory for all parties and the contract will be amended to reflect those negotiations.

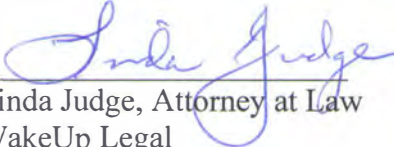
5. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold harmless the other party, their officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from the negligent acts, willful acts, or errors or omissions of that party, or that party's employees, subcontractors, or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.
6. **INSURANCE.** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for the work covered under this contract increase substantially, the Attorney may notify the CAO to open the contract to discuss an increase in compensation only to cover those cost increases. Contractor is aware of his duty to disclose lack of professional liability insurance under Rules of Professional Conduct, Rule 3-410.
7. **REPRESENTATION.** The Attorney agrees not to take on representation/ assistance in conservatorship cases outside of this contract while the contract is in effect, and any current cases where the Attorney currently provides assistance or legal advice, the Attorney agrees not to become an attorney of record and to discontinue any assistance or representation should a conflict arise.
8. **CHOICE OF LAW.** The laws of the State of California shall govern this agreement.
8. **TERMINATION.** Either party may terminate the terms and conditions of this Agreement upon written notice in a timely manner, provided that Attorney will not cease to represent clients until and unless relieved of appointment by the Superior Court.

**COUNTY OF PLUMAS**, a political  
subdivision of the State of California

**ATTORNEY**

---

Greg Hagwood, Chair,  
Board of Supervisors

  
Linda Judge, Attorney at Law  
WakeUp Legal  
P.O. Box 1464  
Blairsden, CA 96103

Date: \_\_\_\_\_

Date: 11/15/23

ATTEST:

---

Allen Hiskey, Clerk of the Board



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Approve and authorize the Public Works/Road Department to recruit and fill, funded and allocated, vacant one (1) FTE Equipment Service Worker position in the Quincy Maintenance Shop; (No General Fund Impact) position funded by road fund/gas tax.

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**Recommendation:**

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

**Background and Discussion:**

One (1) FTE Equipment Service Worker has failed to pass the probation period in the Quincy Maintenance Shop, and thus a vacancy exists effective November 20, 2023.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY23/24 budget of the Department of Public Works.

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

**Action:**

Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Equipment Service Worker position in the Quincy Maintenance Shop

**Fiscal Impact:**

No impact to General Fund, Funded by Road Fund, Gas Tax

**Attachments:**

1. Critical Staffing Questionnaire
2. Department Org Chart (3)
3. Equipment Service Worker



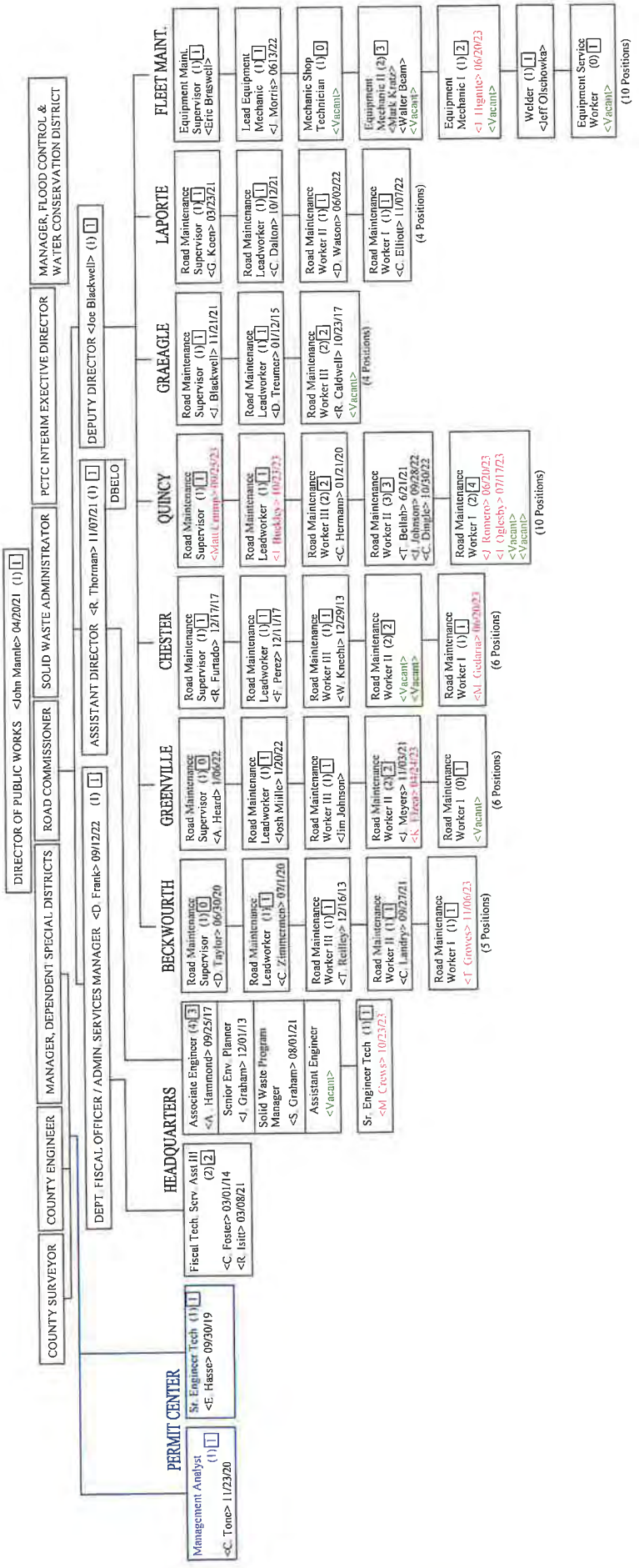
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Public Works Equipment Service Worker Position Quincy Shop**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Equipment Service Workers are the workforce for maintaining and repairing County road equipment.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads**
- How long has the position been vacant?  
**November 20, 2023**
- Can the department use other wages until the next budget cycle?  
**The department’s wage and benefits portion of the 23/24 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **N/A**  
What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?      **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?      **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?      **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve?      **Yes**      If yes, provide the activity of the department’s reserve account for the last three years?  

20/21	\$0	21/22	\$0	22/23	\$0
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# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works  
Revision Date: 11/20/23

## **EQUIPMENT SERVICE WORKER**

### **DEFINITION**

Under general supervision, to perform basic servicing on County automotive and construction equipment; to assist mechanics on maintenance and repair jobs; to clean parts; to keep the Equipment Shop and associated areas in a clean and orderly condition; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a working level Equipment Service Worker class for the basic servicing of County equipment and assisting mechanics with maintenance and repair work. Incumbents perform a variety of support assignments and keep the Equipment Shop in a clean and orderly condition.

### **REPORTS TO**

Equipment Maintenance Supervisor.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **EQUIPMENT SERVICE WORKER - 2**

### **EXAMPLES OF DUTIES**

- Assists mechanics with the manual and more routine aspects of maintenance and repair of automotive and construction equipment.
- Services and lubricates equipment.
- Performs basic equipment inspections and preventive maintenance, reporting problems to mechanics.
- Performs basic repairs and tune-ups.
- Repairs tires and tubes.
- Steam cleans engines.
- Picks up and delivers materials and supplies.
- Has primary responsibility for clean-up of the Equipment Repair Shop.
- Performs a variety of support assignments.

### **TYPICAL PHYSICAL REQUIREMENTS**

Occasionally sits; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds unassisted; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of equipment hand and power tools, and telephones.

### **TYPICAL WORKING CONDITIONS**

Work is performed in a shop environment; occasionally works outside; exposure to smoke, gasses, and fumes; exposure to hazards such as moving machine parts and electrical current; continuous contact with staff.

## **EQUIPMENT SERVICE WORKER - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Materials, tools, and equipment used in basic automotive and equipment repair and maintenance.
- Basic workings of engines, electrical systems, chassis, brakes, cooling systems, and transmissions.
- Lubricating systems and methods for automotive and construction equipment.
- Basic knowledge of common automotive parts and supplies.
- Safe work practices.

#### **Ability to:**

- Perform automotive and equipment maintenance and servicing work.
- Read and interpret labels and other written material.
- Understand and follow oral and written directions.
- Maintain and update records and reports.
- Use a variety of hand and power tools.
- Establish and maintain cooperative working relationships.

**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:

One (1) year of experience performing basic automotive servicing work.

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



**PLUMAS COUNTY  
HUMAN RESOURCES DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Cyndi Tweedle, Human Resources Analyst II  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Approve and authorize Human Resources to recruit and fill, funded one (1) Extra Help Clerk position; (General Fund Impact) as approved in FY23/24 budget.

---

**Recommendation:**

Approve and authorize Human Resources to recruit and fill, funded 1 (one) Extra Help Clerk position (General Fund Impact) as approved in FY23/24 budget.

**Background and Discussion:**

Due to the current status of the Human Resources department, the workload of the department has increased, requiring extra help with day-to-day duties.

**Action:**

Approve and authorize Human Resources to recruit and fill, funded 1 (one) Extra Help Clerk position (General Fund Impact) as approved in FY23/24 budget.

**Fiscal Impact:**

(General Fund Impact) as approved in FY23/24 budget.

**Attachments:**

None



**PLUMAS COUNTY  
BECKWOURTH COMMUNITY SERVICES  
DISTRICT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Approve and authorize Chair to sign Amendment No. 2 to the MOU between Plumas County/Beckwourth CSA and the Golden State Finance Authority for Extension of an Existing \$100,000 Loan Repayment to April 12, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

---

**Recommendation:**

The Manager of BCSA respectfully recommends the Governing Board vote to approve the Chair to Sign the Second Amendment to the MOU between Plumas County / Beckwourth CSA and the Golden State Finance Authority for the existing \$100,000 loan to assist with cash flow for the Sewer Pump Station Replacement Design project.

**Background and Discussion:**

Attached is the second amendment to MOU approved as to form between Beckwourth CSA and Golden State Finance Authority for an existing loan of \$100,000 to sustain cash flow during execution of Grant reimbursement. The loan will be repaid in full when the Planning Grant is completed and per Golden State Finance Authority there is no interest since the loan is less than \$200,000. The new loan repayment date is extended from December 31, 2023 to April 12, 2024.

**Action:**

Approve the Chair to Sign Second Amendment to MOU between Plumas County/ Beckwourth CSA and the Golden State Finance Authority for Extension of an Existing \$100,000 Loan Repayment to April 12, 2024; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

No impact to the General Fund. Funded by Beckwourth CSA.

**Attachments:**

1. GSFA 2nd Amendment to Loan MOU

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GOLDEN STATE FINANCE AUTHORITY AND THE BECKWORTH  
COUNTY SERVICE AREA**

This Amendment (the "First Amendment") is made this <sup>December</sup> 5<sup>th</sup> day of ~~November~~, 2023 by and between the Golden State Finance Authority ("GSFA") and the Beckworth County Service Area ("BCSA").

**RECITALS**

1. GSFA and BCSA have entered into that certain *Memorandum of Understanding Regarding an Advancement of Funds for Public Purposes*, dated April 12, 2022 (the "Original Agreement").
2. The parties previously amended the Original Agreement on March 14, 2023 ("First Amendment").
3. The parties wish to revise the repayment date set forth in the Original Agreement and as amended by First Amendment.

**AGREEMENT**

In consideration of the mutual agreements herein set forth, and for other good and valuable consideration, the parties agree as follows:

1. The above recitals are hereby incorporated into this Amendment.
2. Section 5 of the Original Agreement is hereby amended to read as follows:
  5. *Repayment. Any funds advanced pursuant to this MOU shall be repaid to GSFA in full, with interest as set forth above, at the earliest of the following times:*
    - a. *Promptly upon BCSA's receipt of reimbursement from California State Water Board – Division of Financial Assistance Clean Water Revolving Fund for services performed on the projects referred to in Section (e) of the Recitals; or*
    - b. *April 12, 2024.*
3. All other terms and conditions of the Original Agreement shall remain in effect unchanged.
4. This Second Amendment, together with the First Amendment and the Original Agreement, constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Second Amendment, the First Amendment, and the Original Agreement, the provisions of this Second Amendment shall prevail. The Agreement may not be further modified except in a writing signed by both parties.

Date: \_\_\_\_\_

**SIGNED** for and on behalf of  
**GSFA**

Date: \_\_\_\_\_

**SIGNED** for and on behalf of  
**BCSA**





**PLUMAS COUNTY  
BECKWOURTH COMMUNITY SERVICES  
DISTRICT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Approve and authorize Beckwourth Community Service Area to pay Jet Plumbing a non-contract invoice in the amount of \$1,982.17 and Plumas Sanitation a non-contract invoice in the amount of \$9,390 for pump station issues; (No General Fund Impact); discussion and possible action.

---

**Recommendation:**

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Jet Plumbing totaling \$1,982.17 and invoice from Plumas Sanitation totaling \$9,390 without a contract and to ratify all approved work performed to date.

**Background and Discussion:**

On November 8, 2023, the Beckwourth CSA operator reported that the pump station had become clogged again. Plumas Sanitation was called to pump the wet well to keep it from overflowing and causing a spill. Plumas Sanitation pumped the wet well on November 8<sup>th</sup> through October 11<sup>th</sup>.

Jet Plumbing was called and scheduled to be onsite on Saturday November 11th at 8AM and attempted to trouble shoot the pump. Jet Plumbing entered the wet well and cleared the obstruction from the pump.

Upon completion, the pump station was functioning properly.

**Action:**

Approve and authorize Beckwourth CSA to pay Jet Plumbing a non-contract invoice in the amount of \$1,982.17 and Plumas Sanitation a non-contract invoice in the amount of \$9,390; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

No General Fund impact

**Attachments:**

1. Jet Plumbing Nov 2023 Invoice
2. Plum San Nov 23 invoice

**JET Plumbing, Heating & Drain Services**

1553 Hymer Avenue  
 Sparks, NV 89431  
 Phone: (775) 331-3933  
 Fax: (775) 331-5584

<b>INVOICE NUMBER</b>	<b>367053</b>
-----------------------	---------------

**BILL TO:**

BECKWOURTH COMMUNITY SERVICE AREA  
 1834 E MAIN ST  
 QUINCY, CA 95971

**WORK ADDRESS:**

BECKWOURTH COMMUNITY SERVICE AREA  
 80956 HIGHWAY 70  
 BECKWOURTH, CA 96129

INVOICE DATE	CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	SERVICE CALL #	WORKORDER #
11/11/2023	42384		Due Upon Receipt	367053	367053

Item ID	Description	Quantity	Unit Price	Ext Price
LABOR13	CONFINED SPACE ENTRY TEAM	4.00	360.00	1,440.00
EQUIP-CONFINED SPAC	Confined Space Equipment/Safety	1.00	450.00	450.00
MAC1	Consumables, Gas, Flux, Glue, Caulk, Rags	1.00	13.95	13.95
F	Trip Charge	1.00	50.00	50.00
MACOVER1	Tyvek XL Disp Sanitary Suit	1.00	25.00	25.00

<b>Sales Total</b>	<b>1,978.95</b>
<b>Disc. Amount</b>	<b>0.00</b>
<b>Tax Total</b>	<b>3.22</b>
<b>Net Amount</b>	<b>1,982.17</b>

ARRIVED ON SITE FOR CLOGGED LIFT STATION PUMP. FOUND DEBRIS IN IMPELLER. ENTERED PIT USING CONFINED SPACE EQUIPMENT. PULLED DEBRIS FROM PUMP IMPELLER, FOUND EXCESSIVE WIPES. EXIT PIT AND TESTED PUMP IN MANUAL PUMP PULLING, 4.4 AMPS DRY.

**Plumas Sanitation, Inc.**

CA License #958997  
73762 Industrial Dr.  
Portola, CA 96122  
Phone (530) 832-0370  
Fax (530) 832-0373

**Invoice**

Number: 22179  
Date: 14-Nov-2023  
P.O. Number:  
Job Description:  
Order Num: 22179  
Serviced 11-Nov-2023

<b>BILL TO:</b>	15
Plumas County Department of Public Works 1834 East Main Street Quincy, CA 95971	

<b>JOB SITE</b>
Jared Beckwourth Lift Station Plumber Sat bx 8-10am Beckwourth, CA

Quantity	ServiceType	Amount	Tax	Extension
1	Septic Tank Pumping 11/8/23 - 6000gal / 2 loads	\$3,000.00	No	\$3,000.00
1	Septic Tank Pumping 11/9/23 - 3500gal	\$1,750.00	No	\$1,750.00
1	Septic Tank Pumping 11/10/23 - 5000gal / 2 loads	\$2,500.00	No	\$2,500.00
1	Septic Tank Pumping 11/11/23 - 4000gal / 2 loads	\$2,000.00	No	\$2,000.00

Payment Terms	Payment	Adjustment	Late Charge	Subtotal NonTaxed:	
Net 30	\$0.00	\$0.00	\$0.00	Subtotal Taxable:	
				Subtotal Tax:	
				<b>Please Pay:</b>	<b>Continued</b>

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

**From:** Please detach here and return the bottom portion with your payment.

Plumas County Department of Public Works  
1834 East Main Street  
Quincy, CA 95971

Order No.	Invoice No.	Date	<b>Amount Due</b>
22179	22179	14-Nov-2023	<b>Continued</b>

**To:**

**Plumas Sanitation, Inc.**  
CA License #958997  
73762 Industrial Dr.  
Portola, CA 96122

**Plumas Sanitation, Inc.**

CA License #958997

73762 Industrial Dr.

Portola, CA 96122

Phone

(530) 832-0370

Fax

(530) 832-0373

**Invoice**

Number: 22179

Date: 14-Nov-2023

P.O. Number:

Job Description:

Order Num: 22179

Serviced 11-Nov-2023

<b>BILL TO:</b>	15
Plumas County Department of Public Works 1834 East Main Street Quincy, CA 95971	

<b>JOB SITE</b>
Jared Beckwourth Lift Station Plumber Sat bx 8-10am Beckwourth, CA

Quantity	ServiceType	Amount	Tax	Extension
7	Fuel Surcharge	\$20.00	No	\$140.00

Taxable Amount	Tax Rate	Tax Description	Subtotal NonTaxed:	
\$0.00	0	\$0.00	\$9,390.00	
			Subtotal Taxable:	\$0.00
			Subtotal Tax:	\$0.00
Payment Terms	Payment	Adjustment	Late Charge	
Net 30	\$0.00	\$0.00	\$0.00	<b>Please Pay: \$9,390.00</b>

You are a valued customer!

All outstanding balances subject to a finance charge computed at a periodic rate of 1.5% per month after 30 days delinquent.

**From:** Please detach here and return the bottom portion with your payment.

Plumas County Department of Public Works  
1834 East Main Street  
Quincy, CA 95971

Order No.	Invoice No.	Date	Amount Due
22179	22179	14-Nov-2023	<b>\$9,390.00</b>

**To:**

**Plumas Sanitation, Inc.**

CA License #958997

73762 Industrial Dr.

Portola, CA 96122



**PLUMAS COUNTY  
WALKER RANCH COMMUNITY SERVICE  
DISTRICT  
MEMORANDUM**

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

**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III

**MEETING DATE:** December 5, 2023

**SUBJECT:** Approve and authorize Chair to sign Change Order No. 1 to construction agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc. to locate existing excavations that posed a danger; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Recommendation:**

Approve and authorize Chair to sign Change Order No. 1 to construction agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc.; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Background and Discussion:**

During development of Bailey Creek Subdivision phase 4, unit 2, there were 7 sewer laterals and 6 water laterals that were not installed by the developer. It is unclear if this omission of service laterals was approved or even known by the Walker Ranch CSD circa 2005. The buyer of the lot reportedly thought water and sewer laterals were installed, as should have been constructed.

The Governing Board approved a construction agreement with Giles Excavating & Paving, Inc. for \$96,900 on August 28, 2023 to install all missing laterals. After the agreement was executed and notice to proceed issued, water and sewer laterals were discovered, but later confirmed had been shut off at the mains and laterals cut circa 2005. The contractor was authorized to pothole to determine where the laterals tied into the mains in order to reuse the saddle and corporation stop, but also to determine where the existing excavation for laterals was located. This was required due to the new lateral excavation potentially being next to the existing original lateral excavation and causing a cave in on the five plus feet deep excavation.

Giles Excavating & Paving, Inc. quoted \$7,320 per day estimating two days to find all laterals. They potholed for 5 days and found all connections and original trenches except one sewer lateral connection. Change Order No. 1 totals \$36,600, bringing the total approved to a not to exceed amount to \$133,500.

The attached change order No. 1 has been approved by County Counsel as to form. WRCSD has funds budgeted for this work and doesn't require any General Funds.

**Action:**

Approve and authorize Chair to sign Change Order No. 1 to construction agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc.; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

No General Fund impact

**Attachments:**

1. 23-789 FINAL (2)



**CONTRACT CHANGE ORDER**

Change Requested by:	County	Contractor
----------------------	--------	------------

CO No. <b>001</b>	Suppl. No. <b>0</b>	Contract No.	Project <b>Walker Ranch Lateral Install Project</b>	Project/Contract Number: <b>WRCSD 24-002</b>
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**To - Giles Excavating & Paving**

*DESCRIPTION OF PROPOSED CHANGE:*

**Locate existing sewer and water lateral saddles and trenches:**

Giles Excavating encountered existing excavations that posed a danger to new excavations adjacent to. Therefor existing excavations needed to be located which was not part of the original scope of services.

**Adjustment in Compensation at Agreed Lump Sum Price:**


**Total Increase in Cost at Agreed Lump Sum                                  \$36,600.00**

The agreed adjustment of contract time constitutes full and complete compensation for providing all labor, material, equipment, tools, including all markups by reason of this change.

The adjustment of the contract time will be made.

Cost: \$ 36,600.00

Contract time extension: 0

<b>Giles Excavating &amp; Paving</b>		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Michael R. Giles, President	
<b>Authorized by Public Works</b>		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	John Mandle, WRCSD Manager	
<b>Authorized By County Counsel</b>		
SIGNATURE 	(PRINT NAME & TITLE)	DATE
	Deputy County Counsel Joshua Brechtel	11/15/23
<b>Authorized by Chair, Board of Supervisors</b>		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Greg Hagwood, Chair Board of Supervisors	

ATTEST:

Allen Hiskey, Clerk of the Board



**PLUMAS COUNTY  
WALKER RANCH COMMUNITY SERVICE  
DISTRICT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Approve and authorize Chair to sign first amendment to agreement between Walker Ranch CSD and Bequette & Kimmel Accountancy Corporation, providing accounting services; effective December 5, 2023; extending term 3 years and increasing the compensation by \$26,000; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

---

**Recommendation:**

The Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSO Governing Board authorize the Chair of the Board of Supervisors to execute Amendment No. 1 to Agreement with Bequette & Kimmel Accountancy Corporation extending the term by three years and increasing the compensation by \$26,000 to a not to exceed \$52,000.

**Background and Discussion:**

Bequette & Kimmel Accountancy Corporation provides accounting services for Walker Ranch CSD under the agreement approved by the Governing Board on January 21, 2021. The attached Amendment No. 1 extends the agreement for three additional years and increases the not to exceed compensation by \$26,000.

The attached Amendment No. 1 has been approved by County Counsel as to form. WRCSO has funds budgeted for this work and doesn't require any General Funds.

**Action:**

Approve and authorize Chair to sign amendment No. 1 to agreement between Walker Ranch CSD and Bequette & Kimmel Accountancy Corporation; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

No General Fund impact. WRCSO funds budgeted for this work.

**Attachments:**

1. 23-826



**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN**

**Walker Ranch CSD & Bequette & Kimmel Accountancy Corporation**

This First Amendment to Agreement ("Amendment") is made on December 5, 2023, between WALKER RANCH CSD, a political subdivision of the State of California ("WRCSD"), and Bequette & Kimmel Accountancy Corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. Walker Ranch CSD and Bequette & Kimmel Accountancy Corporation have entered into a written Agreement dated January 19, 2021, (the "Agreement"), in which Bequette & Kimmel Accountancy Corporation agreed to provide professional accounting services to Walker Ranch CSD.
  - b. Because the agreement will expire on January 19, 2024 the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 4.1 TERM is amended to read as follows:

**Term.** This amendment to the agreement shall extend the agreement 3 years from the effective date of this Amendment.
  - b. Paragraph 2.1 Compensation is amended to read as follows:

**Compensation.** Consultant shall be paid in accordance with the associated Scope of Work set forth in Exhibit "A" and associated Fee Schedule set forth in Exhibit "B", incorporated herein by reference. Consultant's compensation shall in no case exceed fifty-two thousand dollars (\$52,000) until the termination date written in Section 4.1 of this Agreement.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated January 19, 2021, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

Bequette & Kimmel Accountancy Corporation

By: 

Name: John A. Kimmel

Title: CEO & CFO

Date signed: 11/21/23

**Walker Ranch CSD:**

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

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

Name: Greg Hagwood

Title: Chair, Board of Director

Date signed:

Attest:

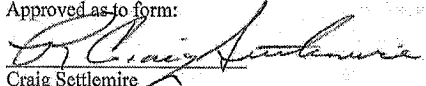
By: \_\_\_\_\_

Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:



Craig Settemire  
Counsel



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Chad Hermann, Undersheriff

**MEETING DATE:** December 5, 2023

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and PTS Solutions Inc. for CAD (dispatch), reporting and Jail Management; effective June 1, 2023; not to exceed \$176,309.55; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

---

**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and PTS Solutions Inc., the agency's computer aid dispatching system; effective June 1, 2023; not to exceed \$35,261.91; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Background and Discussion:**

The Sheriff's Office has been using PTS Solutions software for CAD (dispatch), Reporting and Jail Management for 15 years. Previously, your Board approved a similar addendum allowing for on-going maintenance and updates. The previous addendum expired this year before the annual billing was sent out, which required extensive review by County Counsel to backdate the document and protect the County's interests.

While it is the intention of the Sheriff's Office to have a new records, jail and CAD system operational by mid-2024, all related operations are handled by PTS Solutions software until that change is made. For continuity of operations, it is imperative that the addendum be approved, and payment made, to protect the agency should there be issues with the software platform that effect operations.

**Action:**

Review and have the Chair sign the attached Contract Addendum for a multi-year maintenance agreement with PTS Solutions. Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and PTS Solutions Inc., the agency's computer aided dispatching system; effective June 1, 2023; not to exceed \$35,261.91; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

General Fund Impact. \$35,261.91 per year not to exceed five years, totaling \$176,309.55, as approved in FY23/24 budget.

**Attachments:**

1. 23-591, PTS

## **Annual Maintenance Agreement Addendum**

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions to the Agreement that are outlined below. These additions shall be made valid as if they are included in the original stated contract. In the event of a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall prevail.

The parties to this Annual Maintenance Agreement Addendum are PTS Solutions, Inc. ("PTS") and Plumas County Sheriff's Office ("Client".) The terms and conditions of this Annual Maintenance Agreement Addendum are effective as of the 1st day of June 2023 through the 30th day of May 2028. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

The Annual Maintenance Agreement Addendum will automatically renew on that day unless canceled as provided herein.

Client's maintenance cost, for the five-year term of this Agreement, is **\$176,309.55**, or **\$35,261.91** per year, covering CAD, Records Management, Detective Case Management, Jail Management, Web Jail, and SQL. Client understands that adding additional licenses for the listed modules and/or adding separate modules not listed will increase the maintenance cost, as provided herein.

The parties mutually acknowledge the potential necessity for on-site services to be performed by PTS to take place at Client's site while this Agreement is in effect. In the event on-site services are necessary and requested by Client, Client's maintenance cost shall not exceed \$60,000 per twelve (12) month period during the effective time of this Agreement.

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, Client shall have no liability to pay any further funds whatsoever to PTS or furnish any other consideration under this Agreement and PTS 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, Client shall have the option to either cancel this Agreement with no further liability incurring to Client or offer an amendment to PTS 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. PTS acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.

Client agrees that, while it uses PTS modules and/or products, it will maintain the Annual Maintenance Agreement in good standing on all such modules and/or products.

To remain in good standing, Client must pay the cost of the Annual Maintenance Agreement Addendum within thirty (30) days of invoice date.

While the Annual Maintenance Agreement Addendum is maintained in good standing, PTS will provide Client with the following services:

- **Unlimited priority telephone technical support:** PTS provides 24/7 telephone technical support. PTS technicians will make every effort to respond within 2 hours of a Client call. Clients experiencing a system down condition will receive priority attention;
- **Log Me In Rescue remote support:** To utilize remote support, Client must have broadband internet and the ability to connect via Log Me In Rescue. PTS provides Log Me In Rescue at no cost to Client. Log Me In Rescue can be used for web based remote support for questions and technical issues, as well as first call questions for hardware and operating systems.
- **Module updates/upgrades:** Client receives all software module updates/upgrades at no additional software cost.

Client acknowledges that the following services are **not** included in the Annual Maintenance Agreement Addendum and are subject to separate billing when utilized by Client:

- Services that require on-site trainers, programmers, or technicians;
- Third party costs of software licenses and/or upgrades for products not developed by PTS, including, but not limited to, Windows licensed products;
- Hardware purchased through PTS is supported by the hardware manufacturer's original warranty;
- PTS no longer supports Windows 98, Windows 2000, Microsoft SQL Server 2000 or 2005, or any product that is not supported by the original manufacturer; and
- Offsite data backups

The Parties agree that, if the Annual Maintenance Agreement Addendum is not kept in good standing by Client, PTS may suspend client support and/or module update/upgrades until all past due amounts are satisfied and good standing status resumed.

In the event Client elects to cancel the Annual Maintenance Agreement Addendum, Client shall provide PTS 30 days written notice. Client acknowledges that sums paid under the Annual Maintenance Agreement Addendum are not subject to refund in the event of cancellation.

As of the effective date of this Annual Maintenance Agreement Addendum, the cost of the Annual Maintenance Agreement Addendum is priced at 18% of the retail (non-discounted) price of applicable software modules and/or other products. Client acknowledges that this price is subject to change by PTS as detailed herein, but the annual rate shall not increase by more than 2% each year.

The cost of the Annual Maintenance Agreement Addendum may change with the addition of modules and/or other products. When additional modules and/or other products are purchased, any cost change to Annual Maintenance Agreement Addendum will be documented in a Contract Amendment signed by the Parties. Any such cost modification documented in a mutually executed Contract Amendment shall be considered part of this Annual Maintenance Agreement as if copied herein *in extenso*.

The cost of the Annual Maintenance Agreement Addendum may also change due to pricing changes of software modules and/or other products, as well as with reference to the Consumer Price Index (CPI.)

PTS reserves the right to change the cost calculation percentage associated with the Annual Maintenance Agreement Addendum. In the event of a cost change in the Annual Maintenance Agreement Addendum not incurred by Contract Amendment, PTS will provide Client's Notice Designate with written notice of such cost change at least 60 days prior to implementation of such cost change.

Notwithstanding anything to the contrary in the Agreement or this Addendum, PTS agrees that Client's compliance with the California Public Records Act shall not constitute a breach of the Agreement or this Addendum.

PTS agrees to maintain the following insurance coverage throughout the term of the Agreement:

- a. General liability coverage with a per minimum per occurrence limit of one million (\$1,000,000) dollars;
- b. Automobile liability coverage (including non-owned automobiles) with a combined single limit of one million (\$1,000,000) dollars; and
- c. Worker's Compensation insurance in accordance with applicable state law.

If requested by Client in writing PTS shall furnish a certificate of insurance satisfactory to Client as evidence that the insurance required above is being maintained. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the police provisions. Client 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. All general liability and automobile liability insurance policies shall be endorsed to name Client, its officers, officials, employees, representatives, and agents as additional insureds; however, Client acknowledges and agrees that all such insurance shall strictly be limited to and only applicable for claims associated with the Agreement and this Addendum. For claims associated with the Agreement and this Addendum, PTS' general liability and automobile liability insurance shall be primary insurance as respects Client, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by Client, its officers, officials, employees, representatives, and agents shall be in excess of PTS' insurance and shall not contribute with it. PTS shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

The laws of the State of California shall govern the Agreement and this Addendum.

**PTS Solutions, Inc.**

**PTS Solutions, Inc.**

\_\_\_\_\_  
**Dave Fuqua, President**

\_\_\_\_\_  
**Staci Parrie, Vice President of Sales and Marketing**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Plumas County, CA Sheriff's Office**

**County of Plumas, California**

\_\_\_\_\_  
**Todd Johns, Sheriff**

\_\_\_\_\_  
**Greg Hagwood Chair, Board of Supervisors**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTEST:**

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

**Kristina Rogers  
Deputy Clerk of the Board**

**Date signed:** \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
**Joshua Brechtel  
Deputy County Counsel**

**8/30/2023**



## ANNUAL MAINTENANCE SERVICES

**Client:** Plumas County Sheriff's Office  
1400 East Main Street  
Quincy, CA 95971

**Maintenance Term:** June 1, 2023 – June 1, 2024

**Maintenance Cost:** \$35,261.91/yr (adding additional licenses will increase maintenance costs)

**Modules Covered:** CAD, Records Management, Detective Case Management, Jail Management, WebJail, and SQL

**Included Services:** Upon remittance of the maintenance cost, Client receives, for the Maintenance Term above, the following services:

- 24/7 telephone technical support. PTS technicians will make every effort to respond within 2 hours of a Client call. Clients experiencing a system down condition will receive priority attention;
- Remote support. PTS provides web based remote support for questions and technical issues, as well as first call questions for hardware and operating systems. Requires broadband internet and connectivity; and
- Module updates/upgrades. Client receives software module updates/upgrades at no additional software cost. Migration from PTS WinJustice to PTS Platinum is not included. Services related to an update/upgrade which exceed usual and customary work may be billed separately, at a mutually negotiated rate.

**Services Not Included:** PTS provides additional services which are not included in the maintenance cost and are subject to separate quote and billing:

- Migration from PTS WinJustice to PTS Platinum;
- Offsite backup services;
- Services, including: Training, Travel, Installation and/or Project Management;
- IT related services (on-site or remote);
- Custom development services; and
- Third party software licensing.

PTS no longer supports Windows 98, Windows 2000, Windows XP, Microsoft SQL Server 2000/2005, or any product that is not supported by the original manufacturer.

Warranty for hardware purchased through PTS is strictly limited to manufacturer's warranty only.

Sums paid toward the maintenance cost are not subject to refund in the event of Client cancellation.





**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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

**FROM:**

**MEETING DATE:** December 5, 2023

**SUBJECT:** Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$31,753.69 for outpatient psychiatric services; (No General Fund Impact) grant funded; discussion and possible action.

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**Recommendation:**

Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$31,753.69 for outpatient psychiatric services; (No General Fund Impact); discussion and possible action.

**Background and Discussion:**

Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract invoice in the amount of \$31,753.69 for outpatient psychiatric services; (No General Fund Impact); discussion and possible action.

**Action:**

Invoice needs to be paid for Plumas County client for psychiatric stay.

**Fiscal Impact:**

No General Funds impact. Costs associated with this matter are covered by a combination of Federal and State funds.

**Attachments:**

1. 3838\_001

ADVENTIST HEALTH VALLEJO  
 525 OREGON STREET  
 VALLEJO CA 945903201  
 7076482200

ADVENTIST HEALTH VALLEJO  
 PO BOX 888845  
 LOS ANGELES CA 90088-8845

3a PAT. CNTRL. # 60019826705  
 b. MED REC # 11322973  
 5 FED. TAX NO. 0000  
 6 STATEMENT COVERS PERIOD FROM 090823 THROUGH 091323  
 4 TYPE OF BILL 0111

8 PATIENT NAME  
 9 PATIENT ADDRESS  
 10 ADMISSION DATE 12 DATE 13 HR 14 TYPE 15 SRC 16 DHR 17 STAT 18 19 20 21 22 23 24 25 26 27 28 29 ALU 30 STATE  
 31 OCCURRENCE CODE DATE 32 OCCURRENCE CODE DATE 33 OCCURRENCE CODE DATE 34 OCCURRENCE CODE DATE 35 OCCURRENCE SPAN FROM THROUGH 36 OCCURRENCE SPAN FROM THROUGH 37

38 PLUMAS COUNTY  
 270 COUNTY HOSPITAL RD  
 QUINCY CA 95971  
 39 CODE VALUE CODES AMOUNT 40 CODE VALUE CODES AMOUNT 41 CODE VALUE CODES AMOUNT  
 a 01 632400 80 500  
 b  
 c  
 d

42 REV CD	43 DESCRIPTION	44 HCPCS / RATE / HIPPS CODE	45 SERV DATE	46 SERV UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
0124	PSYCHIATRIC R&B 2BED	5142.00		5	2571000		
0250	PHARMACY			45	73069		
0300	LAB			1	282400		
0301	LAB/CHEMISTRY			5	187200		
0305	LAB/HEMOTOLOGY			1	17000		
0306	LAB/BACT-MICRO			1	19200		
0307	LAB/UROLOGY			1	25500		

0001 PAGE 1 OF 1 CREATION DATE 092023 TOTALS 3175369 000

50 PAYER NAME PLUMAS COUNTY 51 HEALTH PLAN ID 999990000 52 REL INFC Y 53 REL SH Y 54 PRIOR PAYMENTS 000 55 EST AMOUNT DUE 3175369 56 NPI 1851381990 57 OTHER PRV ID

58 INSURED'S NAME 59 P INEL 18 60 INSURED'S UNIQUE ID 61 GROUP NAME 62 INSURANCE GROUP NO SHORT DOYLE

63 TREATMENT AUTHORIZATION CODES SHORT DOYL 64 DOCUMENT CONTROL NUMBER 65 EMPLOYER NAME

F339 Y F1010 Y G4700 Y I10 Y E785 Y F17200 Y Z5902 Z91199 68

69 ADMIT DX F329 70 PATIENT REASON DX 71 PPS CODE 885 72 ECI Y909 Y 73  
 74 PRINCIPAL PROCEDURE CODE DATE a OTHER PROCEDURE CODE DATE b OTHER PROCEDURE CODE DATE c OTHER PROCEDURE CODE DATE d OTHER PROCEDURE CODE DATE e OTHER PROCEDURE CODE DATE  
 76 ATTENDING NP1376589663 QUAL LAST PUNIA FIRST SURENDER P  
 77 OPERATING NPI QUAL  
 78 OTHER NPI QUAL  
 79 OTHER NPI QUAL

80 REMARKS  
 81CC a b c d



**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:** December 5, 2023  
**SUBJECT:** Adopt **RESOLUTION** Deferring Implementation of the Changes made to Welfare and Institutions Code Section 5008 by Senate Bill 43 (2023-2024 Reg Session); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

---

**Recommendation:**

Adopt **RESOLUTION** (RESOLUTION Deferring Implementation of the Changes made to Welfare and Institutions Code Section 5008 by Senate Bill 43; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Background and Discussion:**

Senate Bill 43 (2023-2024 Reg. Session), Statutes 2023, Chapter 637 (SB 43), expands the definition of gravely disabled to include a person who, as a result of a mental health disorder, a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, or as a result of impairment by chronic alcoholism, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care. SB 43's expansion of the definition of grave disability will require a significant effort in building and expanding the treatment, workforce, delivery networks, housing capacity and models for locked treatment settings or models of care for involuntary SUD treatment to successfully meet the conservatorship needs. The Resolution presented to the Board of Supervisors will defer implementation of the changes made by the bill to Welfare and Institutions Code Section 5008, to take effect on January 1, 2026

**Action:**

Adopt **RESOLUTION** Deferring Implementation of the Changes made to Welfare and Institutions Code Section 5008 by Senate Bill 43; (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. 23-761 FINAL

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
DEFERRING IMPLEMENTATION OF THE CHANGES MADE TO WELFARE AND  
INSTITUTIONS CODE SECTION 5008 BY SENATE BILL 43 (2023-2024 REG  
SESSION)**

**WHEREAS**, the Lanterman-Petris-Short (LPS) Act (Welfare and Institutions Code section 5100, et seq.) provides for the evaluation and treatment of a person who is gravely disabled, which is defined to mean a condition in which a person, as a result of a mental health disorder, is unable to provide for his or her basic personal needs for food, clothing, or shelter; and

**WHEREAS**, Senate Bill 43 (2023-2024 Reg. Session), Statutes 2023, Chapter 637 (SB 43), signed by the Governor on October 10, 2023, expands the definition of gravely disabled to include a person who, as a result of a mental health disorder, a severe substance use disorder, or a co-occurring mental health disorder and a severe substance use disorder, or as a result of impairment by chronic alcoholism, is unable to provide for their basic personal needs for food, clothing, shelter, personal safety, or necessary medical care; and

**WHEREAS**, this expanded definition of gravely disabled becomes effective on January 1, 2024; and

**WHEREAS**, the responsibility for administering the LPS system falls largely with counties; and

**WHEREAS**, SB 43's expansion of the definition of grave disability will require a significant effort in building and expanding the treatment, workforce, delivery networks, housing capacity and models for locked treatment settings or models of care for involuntary SUD treatment to successfully meet the conservatorship needs of the population; and

**WHEREAS**, SB 43's expansion of LPS criteria to include individuals with a severe SUD, this change in policy would significantly expand the portion of the population potentially subject to detention and conservatorship under LPS from around 1% to around 10% of the population based on SUD prevalence estimates; and,

**WHEREAS**, SB 43 will require counties to develop criteria for a "severe SUD" grave disability assessment, as no such assessment currently exists as well as protocols for designating individuals to perform severe SUD grave disability assessments and to recruit and hire staff to perform severe SUD grave disability assessments;

**WHEREAS**, SB 43 expands LPS criteria to include an assessment of whether an individual is unable to survive safely in community or provide for necessary medical care without involuntary detention, counties will need to develop policies and procedures for how these determinations will be made, along with qualified licensed health care providers; and,

**WHEREAS**, In addition, hospitals will be without qualified designated individuals to perform the assessments needed to remove involuntary holds, when appropriate, or recommend

conservatorship when appropriate and because there is currently no locked treatment capacity for individuals with severe SUD and limited capacity for co-occurring medical conditions, local hospital emergency departments will be impacted by additional individuals who are boarding in the absence of this new treatment capacity; and,

**WHEREAS**, SB 43 will expand the demand for county public guardians, Patient Rights Advocates, County Counsel, and county behavioral health staff and treatment providers; and,

**WHEREAS**, SB 43 will require the build out of new and novel treatment capacity such as locked SUD treatment facilities which currently do not exist in California; and,

**WHEREAS**, the breadth of that effort requires more time than SB 43's effective date allows; and

**WHEREAS**, in recognition of this, Welfare and Institutions Code section 5008, subdivision (h)(4), as enacted by SB 43, provides that a county, by adoption of a resolution of its governing body, may elect to defer implementation of the changes made to this section by SB 43 until January 1, 2026, thereby postponing implementation of the new definition of grave disability.

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

1. Pursuant to Welfare and Institutions Code section 5008, subdivision (h)(4), as enacted by SB 43, the County of Plumas hereby elects to defer implementation of the changes made by that bill to Welfare and Institutions Code section 5008 until January 1, 2026.
2. This Resolution shall go into effect on January 1, 2024.

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On a motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Plumas, State of California, this \_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote:

AYES:

NOES:

ABSENT:

---

Greg Hagwood  
Chair of the Board of Supervisors

ATTEST: \_\_\_\_\_

Allen Hiskey  
Clerk, Board of Supervisors

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Colleen Foster, Fiscal/Tech Services Assistant III  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Clarification of October 17, 2023; approved agenda item authorizing the Department of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts; stipulating that these workers can be scheduled in excess of 40 hours per week depending on weather conditions; discussion and possible action.

---

**Recommendation:**

No action is required by the Board of Supervisors for this item. This item is for informational purposes only.

**Background and Discussion:**

This item pertains to the Agenda item approved on October 17, 2023; authorizing the Department of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts Every year.

The item, as approved by the Board, did not specify the number of hours that the Department would be scheduling these temporary employees for. Under direction from the Human Resources Department, the Public Works Department wanted to clarify the number of hours that it intends to work these extra-help employees, in accordance with the Patient Protection Affordable Care Act.

It is the intention of the Department to schedule them up to 40 hours per week, and possibly more than 40 hours per week depending on the needs of the Department due to weather conditions. However, it should also be noted that the Department does not intend to schedule these employees in excess of 1560 total hours.

Funding for these positions is budgeted under expense account 51020, other wages, in the FY23/24 Public Works budget as approved by the Board of Supervisors on October 2, 2023.

**Action:**

Clarification of October 17 Approved Agenda item authorizing the Department of Public Works to recruit and fill extra-help snow removal workers throughout its maintenance districts; stipulating that these workers can be scheduled up to 40 hours per week depending on weather conditions; discussion and possible action.

**Fiscal Impact:**

No impact to General Fund

**Attachments:**

1. Critical Staffing Questionnaire
2. Department Org Chart (3)

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

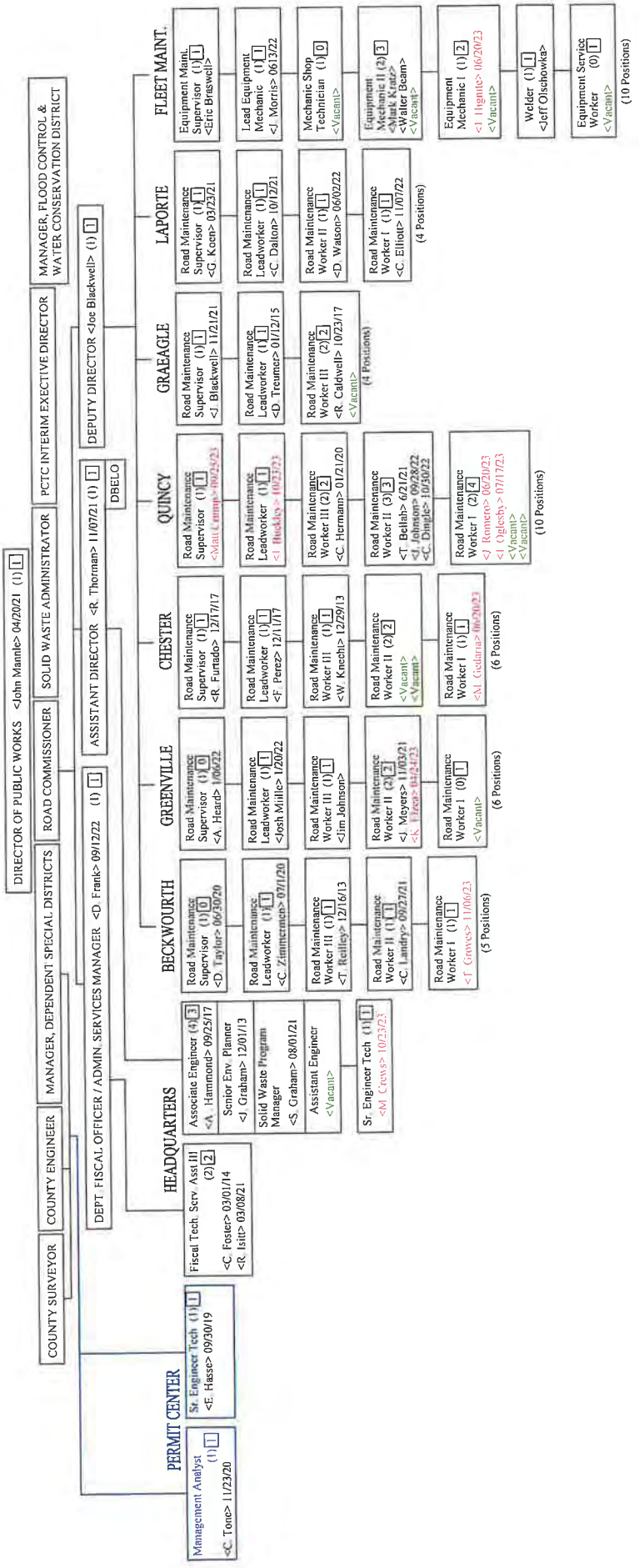
**Public Works Equipment Service Worker Position Quincy Shop**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Equipment Service Workers are the workforce for maintaining and repairing County road equipment.**
- Why is it critical that this position be filled at this time?  
**Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads**
- How long has the position been vacant?  
**November 20, 2023**
- Can the department use other wages until the next budget cycle?  
**The department’s wage and benefits portion of the 23/24 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?  
**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?      **N/A**  
What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?      **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?      **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions?      **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
**None**
- Does the department have a reserve?      **Yes** If yes, provide the activity of the department’s reserve account for the last three years?  

20/21	\$0	21/22	\$0	22/23	\$0
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# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



Director of Public Works  
Revision Date: 11/20/23



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

---

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

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** December 5, 2023

**SUBJECT:** Authorize the Interim Director of Public Health to hire at the Step 4 level for the position of Emergency Preparedness Coordinator (EPC); discussion and possible action.

---

**Recommendation:**

The Interim Director of Public Health respectfully recommends that the Board of Supervisors hire the position of Emergency Preparedness Coordinator at the Step 4 Level.

**Background and Discussion:**

County Administrative Officer Debra Lucero approved the Emergency Preparedness Coordinator new hire to start at the Step 3 level for pay and agreed with PCPHA's plan to approach the Board of Supervisors to obtain approval for Step 4 for this candidate. The applicant has accepted the position at a \$9.00 per hour reduction in pay, contingent on the Board of Supervisors considering them at Step 4, thereby mitigating the reduction of pay to \$7.50 per hour. The candidate surpasses both educational and experience requirements for the role and possesses experience in emergency management within our county. The request for consideration aligns with the applicant's qualifications and their potential to contribute significantly to the organization and Plumas County.

After comprehensive and extensive recruitment for the Emergency Preparedness Coordinator position, Plumas County Public Health Agency made an offer of employment to an exceptionally well-qualified candidate with the ideal educational and experiential background to assist the county and the Public Health Agency in achieving our population health goals in public health emergency management.

The new hire shares Public Health's values and is an excellent leader with unique programmatic, administrative, and emergency management experience. The new hire is willing to take a reduction in pay for this position as he/she desires to work for the county in the long term capacity. The Public Health Agency and the community will certainly benefit from a professional of this caliber joining the county workforce.

**Action:**

Authorize the Interim Director of Public Health to hire at the Step 4 level for the position of Emergency Preparedness Coordinator (EPC).

**Fiscal Impact:**

There is no fiscal impact to the county general funds. The Public Health Agency Budget fully funds the salary and benefits for this position.

**Attachments:**

1. Public Health Emergency Preparedness Coordinator Description
2. Critical Staffing Request EPC
3. 2-Health Education & Outreach

**PUBLIC HEALTH  
EMERGENCY PREPAREDNESS COORDINATOR**

**DEFINITION**

Under direction, plans, coordinates, and implements public health emergency preparedness and hospital preparedness programs and activities, including emergency preparedness, disaster and emergency response, and post-emergency functions; coordinates program activities with County departments and external agencies; designs and implements emergency preparedness trainings, exercises, and drills; and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

This position assists with providing expertise specific to public health preparedness to respond to incidents of bioterrorism, infectious disease outbreaks, and other public health threats and related emergencies. This incumbent assists with organizing the County's Public Health Emergency Preparedness programs, and works in partnership with other employees, departments/divisions, agencies, and healthcare entities regarding pre-emergency planning, emergency response activities, and post-emergency functions.

This classification is responsible for independently performing professional duties in support of public health emergency preparedness and response activities. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

**REPORTS TO**

Department head, Assistant Director or as otherwise directed by the department head.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## **PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR -2**

### **EXAMPLES OF DUTIES**

- Develops, coordinates, and maintains public health emergency preparedness and hospital preparedness programs in accordance with federal, state, and local requirements.
- Coordinates with staff to design, write, and maintain public health emergency response plans, manuals, and standard operating procedures by utilizing local, state, and federal regulatory guidelines and requirements.
- Participates in related emergency preparedness and response training, periodic disaster drills and exercises with applicable County departments, other government agencies as well as the public.
- Prepares applicable grant applications, monitors grant awards, and complete grant reports as required by grants.
- Develops annual Public Health program budget work plan and amendments in collaboration with other Public Health programs.
- Monitors compliance with county, state, and federal expenditure guidelines.
- Maintains records and files; prepares periodic and special programmatic and financial progress reports as required.
- Attends regional and state health and medical meetings, conference calls, trainings, and other required functions facilitates local emergency health and medical meetings.
- Provides technical assistance and advice regarding Public Health roles and responsibilities to department staff during emergency response.
- Act as and/or assist in the Medical Health Operational Area Coordinator (MHOAC)
- Assist as Coordinator for California Health Alert Network (CAHAN) for the county.
- Updates and maintains contact information and resource listings for individuals, equipment, and supplies needed for public health emergency operations.
- May coordinate the work of others on various assigned projects and tasks during an actual public health emergency event.
- Maintains timely compliance with State and Federal reporting guidelines.
- Timely submission of reporting requirements for each assigned program area, including for agency-wide plans such as the Strategic Plan, Accreditation Reports, and grants.
- Participation in community events and agency initiatives and projects as assigned by agency or division leadership or direct supervisor, such as QI projects, Reaccreditation activities, staff trainings, vaccination clinics, and community events where agency is represented.
- Other duties as assigned.

### **TYPICAL PHYSICAL 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, telephones, calculators, and copiers.

## **PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR -3**

### **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. May be exposed to dangerous situation, inclement weather, varying temperatures, uneven footing, infectious diseases, and hazardous chemicals. May be required to work additional hours during an emergency event.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Operations and services and best practices of comprehensive public health emergency preparedness programs.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Community demographics including socioeconomic and cultural factors.
- Principles, methods, techniques, and materials of emergency management.
- Functions, programs, and services of both public and private agencies.
- Public health statistical and survey methods.
- Community resources and demography.
- Principles of budgeting, record keeping and business mathematics.
- Principles of grant writing, administration, and reporting.
- Community organization and development.

#### **Ability to:**

- Work and communicate effectively with people of various professional, educational, and socioeconomic backgrounds.
- Develop and manage interagency Public Health emergency service programs.
- Read and understand complex laws and regulations.
- Develop, prepare, and present comprehensive reports and recommendations.
- Establish and maintain effective working relationships with a variety of agencies, organizations, and individuals.
- Speak effectively before public gatherings.
- Organize and coordinate public health training programs.
- Communicate effectively, orally and in writing.

## **PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR -4**

### **TRAINING AND EXPERIENCE**

#### **Required Qualifications are:**

Graduation from an accredited college or university with a bachelor's degree, preferably in emergency management, public or community health, education, psychology, sociology, social services, or other related.

**OR**

Graduation from an accredited college or university with an \*associate degree

**AND**

one (1) year of professional experience, preferably in emergency management, public health, education, or another related field.

\*Required education may be substituted on a year-by-year basis of related experience in the above areas.

#### **Special Requirements:**

Required Certifications: Successful completion of state and federally sponsored courses in disaster preparedness, response and recovery is highly desired, (i.e. ICS 300, ICS400, ICS700 courses). If not, these trainings are required upon hire.

Possession of a valid Driver's License at time of application and possession of a valid California Driver's License by 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.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

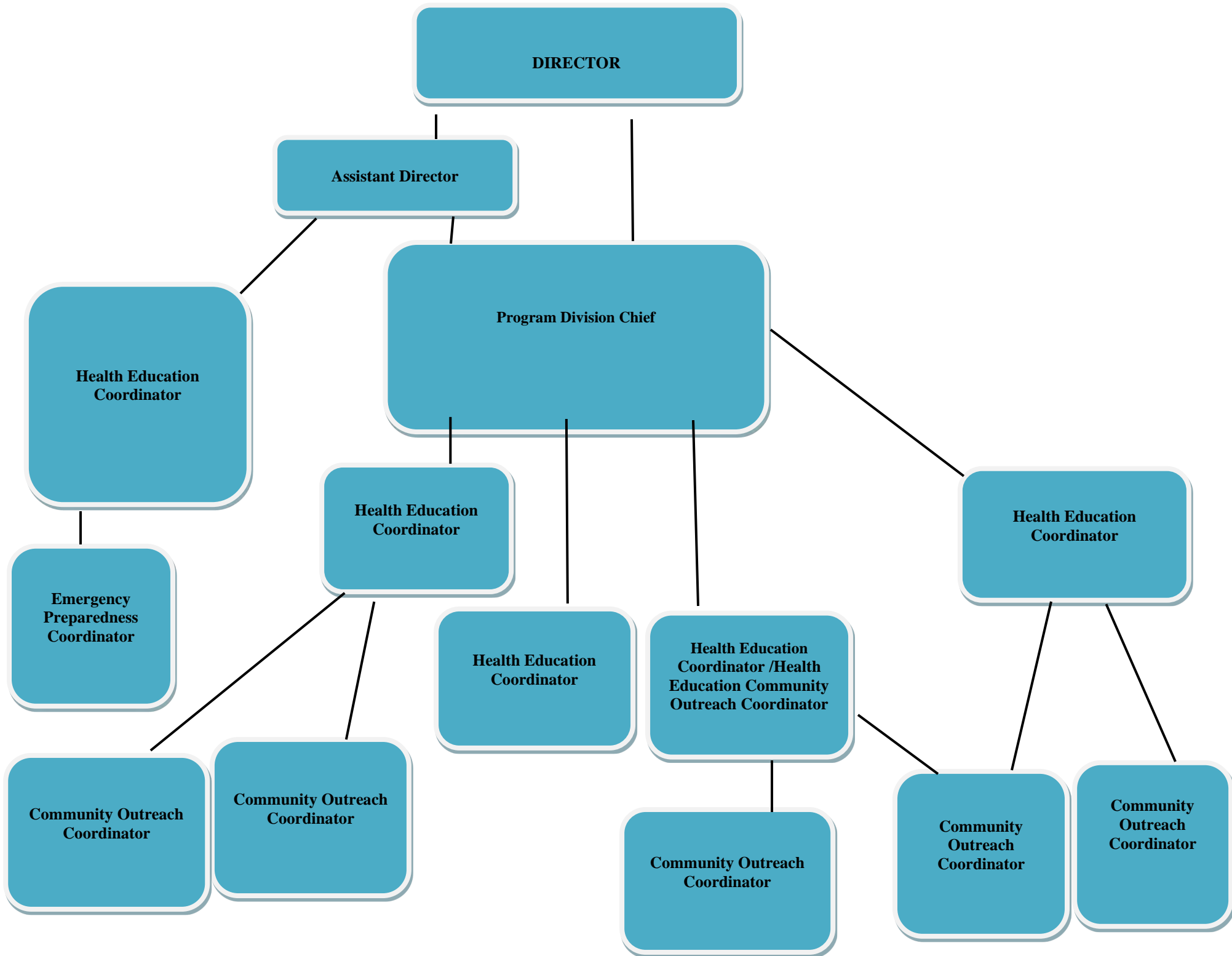
**Emergency Preparedness Coordinator / Public Health Agency**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Emergency Preparedness Coordinators are responsible for under direction, plans, coordinates, and implements public health emergency preparedness and hospital preparedness programs and activities, including emergency preparedness, disaster and emergency response, and post-emergency functions; coordinates program activities with County department and external agencies; designs and implements emergency preparedness trainings, exercises, and drills; and performs related duties.**
- Why is it critical that this position be filled at this time?  
**Emergency Preparedness Coordinator provide consistent support for the Department and the community, and a prolonged vacancy can negatively impact the performance of the Department.**
- How long has the position been vacant?  
**Effective 6/2023**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 23/24 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.**
- 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?

FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133







**PLUMAS COUNTY  
COUNTY COUNSEL  
MEMORANDUM**

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

**FROM:**

**MEETING DATE:** December 5, 2023

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC for employment related investigations; effective November 21, 2023; not to exceed \$50,000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. Four/Fifths Roll call vote

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC (MRG, LLC) for employment related investigations.

**Background and Discussion:**

The County Counsel's Office wishes to enter into an agreement for employment investigations with Municipal Resource Group, Inc. (MRG, LLC). The total amount of the contract is not to exceed \$50,000.00.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Counsel and Municipal Resource Group, LLC for employment related investigations.

**Fiscal Impact:**

(General Fund Impact) this is an unbudgeted item, professional services of the general fund account will be utilized.

**Attachments:**

1. MRG, LLC

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its County Counsel (hereinafter referred to as "County"), and Municipal Resource Group, LLC, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).
3. Term. The term of this Agreement commences November 22, 2023 and shall remain in effect through November 21, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 21, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured

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

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

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

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

County:

County Counsel's Office  
520 Main Street, Room 302  
Quincy, CA 95971  
Attention: Gretchen Stuhr, County Counsel

Contractor:

Mary Egan  
Managing Partner  
Municipal Resource Group, LLC  
P.O. Box 561  
Wilton, CA 95693

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. 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.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Municipal Resource Group, LLC

By: \_\_\_\_\_  
Name: Mary Egan  
Title: Member/Manager/Managing Partner  
Date signed: \_\_\_\_\_

**COUNTY:**

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

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

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Sara James  
Deputy County Counsel II



**EXHIBIT A**

**Scope of Work**

Upon request of County, Contractor shall perform investigative services regarding allegations of misconduct of Plumas County employee(s).

Contractor shall deliver a written report of the investigation and resulting findings and recommendations to the Plumas County Counsel's Office.

**EXHIBIT B**

**Fee Schedule**

The County agrees to pay Contractor at the rate of \$325.00 per hour for work done in this matter. When appropriate, Contractor uses a research assistant at \$95.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time Contractor spends on telephone calls relating to County's matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

The invoices for this matter will include all costs and expenses incurred, in addition to the hourly Fee. The expenses commonly included are document production costs, travel and mileage reimbursement at the current IRS rate. All expenses will be charged at Contractor's cost.



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:**  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** County Administrative Officer's Report

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**Recommendation:**

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**Background and Discussion:**

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**Action:**

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**Fiscal Impact:**

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**Attachments:**

1. CAO NOVEMBER REPORT 2023

# PLUMAS COUNTY

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## CALIFORNIA County Administrative Officer



**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Debra Lucero, CAO  
**Meeting Date:** December 5, 2023  
**Subject:** CAO Report 11/2/23 – 12/5/23

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### HUMAN RESOURCES UPDATE

We are in process of hiring a consultant firm, MRG, to assist us in the multitude of job responsibilities of the HR Director who is currently on administrative leave. In addition, we have an HR Technician who will be leaving Jan. 31, 2024 so we are possibly looking at a consultant team to come onboard. This is a very fluid situation and I will update the BOS and Public as things happen.

### FINANCE UPDATE

There has been discussion at recent BOS meetings that financial matters under elected department head jurisdiction are completely unrelated to my position or duties as the County's CAO and Budgetary Officer. My job description states: "This position works closely with the elected offices of auditor-controller, treasurer, tax collector and assessor to coordinate the efforts of those finance-related offices in the preparation and administration of the county budget."

Read the whole job description here:

<https://www.plumascounty.us/DocumentCenter/View/41209/County-Administrative-Officer>

As part of my job description – under DISTINGUISHING CHARACTERISTICS, "THE CAO, appointed by the Board of Supervisors, is accountable to the Board of Supervisors and responsible for enforcement of all County codes, ordinances, and regulations, **the conduct of all financial activities**, and the efficient and economical performance of the County's operations. The CAO is accountable for establishing and accomplishing County goals and objectives, and developing general policy guidelines."

Furthermore, the CAO job description states:

- "The CAO shall be responsible to the Board for the coordination of the work of all elective and appointive county offices, departments, and institutions in areas which are the concern and responsibility of the Board. The County Administrator may make such studies and investigations which he or she believes are necessary or desirable and shall make any study or investigation the Board requests.
- "Provide recommendations to the Board which he or she believes will result in greater efficiency and economy in the administration of County affairs. To enable the County Administrator to carry out such responsibilities, he or she may require reports from any office, department head, or other entity."

I am expounding on these responsibilities in light of four recommendations that resulted from Plumas County's engagement of Clifton, Larsen & Allen (CLA) accounting firm since May 2023. This is a \$728,000 contract, employing three full-time accountants to assist the Auditor-Controller, Treasurer/Tax-Collector and

the CAO's office with catching up day-to-day financial work and modernizing processes and practices. The lack of updated workflow has caused Plumas County to miss its annual audit deadline of March 31, 2022 for FY2021-22. The next audit is due March 31, 2024 for 2022-23 but we're unsure at this point if we'll be able to hit that deadline. Currently, we have three years open in the Munis system and when we attempted to input our newly adopted budget; it was kicked out due to the fact in was not designed to handle four open fiscal years at a time.

The CLA work informs our annual audits, is assisting in migrating our Payroll from Pentamation to Munis, and catching up and updating processes and procedures in the Treasurer/Tax-Collector's Department such as the following four items which will be addressed after the December tax season on January 9, 2024. See Board meeting November 21, 2023 Plumas County Board of Supervisor's meeting for more information on this topic. <https://plumascoca.portal.civicclerk.com/event/1269/media> under the BOS Clifton, Larsen & Allen item.

**Recommendations for Cash/Investments include:**

1. **Recurring Recommendation** - *set up each person within Treasury department responsible for banking transactions, reconciliations, or review duties with their own appropriate bank login (no sharing logins).*

During this process, it came to our attention that there may be only one actual log-in for the Treasurer-Tax Collector's Office and this is shared with staff members. If this is the case, a set-up like this creates safety and security issues. Everyone should have their own credentials so log-in's can be traced back to who was in the account at what time. The County of Plumas should have a report of all accounts and authority on all accounts. If this is a non-issue; that's great but the Treasurer-Tax Collector did not get back to our consultants as to how or if this issue was resolved. The sharing of log-in's was observed by CLA while on-site.

2. **Recurring Recommendation** - *Setup read only access rights for the CAO & access rights for Auditor Controller based on needs of job function*

Read-only access for the CAO speaks to the duties of this job. When budgets are behind or audits behind, cash is a way to look at the health of the county and gain insight into the accounts. The Auditor-Controller also needs access to do a variety of her job functions. It makes sense to have more than one person on an account for checks and balances and to assure continuity of operations should the Treasurer/Tax-Collector be indisposed.

3. **Recurring Recommendation** - *BOS obtain an inventory of all County bank accounts and review the account listing for completeness and accuracy of all accounts under the County's purview and inclusion for monitoring for proper internal controls, i.e. appropriate access levels assigned, access to statements, monitoring of account balances, proper segregation of duties, bank account reconciliations and proper internal controls within the functions of Treasury, Auditor-Controller, and CAO offices.*

This recommendation goes to Recommendations #1 and #2 and is designed to protect the county and taxpayers – having different log-in's, more than one name to sign off on moving money; these are normal public finance checks and balances and should not be seen as aggressive or impractical. They are necessary internal controls observed by CLA.

4. **Recurring Recommendation** – Utilization of investment software will expedite the process of investment compliance reporting and ongoing management of investment reporting & recording of transactions.

It has become necessary to expedite investment compliance reporting and ongoing day-to-day functions in the Treasurer/Tax-Collector's office as the County is more than 28 months behind in compliance reporting. Sympro is being recommended but is not the only software available to get Plumas County modernized. It is one that has been recommended by CLA and several meetings have been held regarding this software and purpose. There are others if this one is deemed inappropriate by the Treasurer-Tax Collector. Excel is not made to do the complicated braiding of information that needs to go into a comprehensive monthly investment report.

## **GRANTS MANAGER**

- Continued routine tasks associated with grants including claims, updating documentation, following up on guidance, requested documentation
- Discussed Electric Vehicle charging with Planning and Transportation commission
- Participated in a review of qualifications and interviews for a SMARA (Surface Mining and Reclamation Act of 1975) consultant/consultant group for Planning
- Continued planning and working with RCAC and Planning on our Building Rural Economy to finalize paper work
- Working with Auditor's office to set up Opioid Fund accounts
- Attended the Dixie Fire Community meeting in Greenville on 11/18

## **RISK MANAGEMENT & CAL-OES UPDATE**

Risk –

LSTP Trainings 11/28-29

Walk throughs continuing.

OES –

11/1 - Upper Feather River Dam seminar – Emergency Action Plan

11/1 – Active Shooter Exercise

11/2 – Met with Community Action Foundation re: Food Access and Housing

11/4 – Plumas Co. Fire Chief's Meeting

11/8 – Tri County Health Care Coalition Meeting

11/9 – Fire Safe Council

11/13 – Chester Fire/Peninsula Fire – MCI Trailer moved

11/13 – NWS Webinar

11/14 – Board of Supervisors Meeting with NWS

11/14 – Mt. Hough Repeater

11/14 – Chester Fire Meeting

11/16 – Access & Functional Needs Committee Mtg

11/21 – OA Managers Meeting

11/29 – OA Emergency Manager Summit – Sacramento

11/30 – NQS Webinar

## **CLIFTON, LARSON & ALLEN (CLA UPDATE)**

### **Highlights for November**

520 MAIN STREET ♦ ROOM 309 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6446 ♦ FAX (530) 283-6288

## Cash

- Attempted to reconcile FY2023 cash accounts within Munis Bank Reconciliation tool and determined due to the volume and complexity of the transactions for the year, the reconciliation would progress more quickly via excel. Once BAI file is corrected for Plumas Bank, the Bank Reconciliation tool within Munis can be used on a current daily basis to reconcile accounts going forward
- Continued reconciling FY2023 cash accounts to bank statements in excel
- Plumas BAI file retested after bank adjustment to import file and advised of new issues with the format to be communicated via County Treasurer to Plumas Bank
- On-site meeting with Auditor-Controller and Treasurer to discuss posting proposed FY2022 entries and aligning each bank account to separate general ledger accounts

## Investments

- FY2023 interest and administrative fees reconciled and recommended entries discussed with Auditor-Controller and Treasurer

## Chart of Accounts

- On-site meeting with CAO and Auditor-Controller, reviewed status and proposed options for improvements. County decided to move forward with minor fixes now and wait till after FY2024 to re-evaluate full Chart of Accounts redesign.
  - Fixes in progress:
    - Add and map 26 Parent Departments into existing Chart of Accounts by using one of the “future” segments
    - Explore feasibility of renaming Funds/Subfunds with alpha-numeric combination to be purely numeric
    - Explore feasibility of changing DA and Sheriff sub-funds so that at year end remaining fund balance is closed into the General Fund
    - Update status of Inactive/Closed accounts previously identified and identify and confirm status of additional inactive departments

## Budget

- Debrief meetings with CAO and Auditor-Controller on process and learnings from FY23-24 Budget process.
- Detailed planning calendar created and reviewed with CAO with deliverables from Department heads starting in January 2024 and final budget presented to BOS in June 2024.
- Participated in initial Munis training with Department Heads on budget module & tracking feedback on user acceptance and training needs. Data will be used to provide additional training tools for Department Heads.
- Prepared instructions/materials to share with Department Heads on – Narratives, Questionnaire for Budget Reviews, CAO SharePoint site

## Fixed Asset Implementation to Munis

- On-site meeting where we reviewed customizable criteria established in Munis Test with Auditor-Controller and Craig Goodman for Fixed Assets (Class, Sub-class, Accounts) & implemented their choices in Test
- On-site meeting where we reviewed 56 data validation issues and options to resolve going forward regarding depreciation calculations due to variances with previous depreciation taken and/or assigned useful life
- Continued drafting training documents and reviewed at a high-level Munis system with Auditor-Controller staff
- Began prepping Production environment of Munis for implementation
- Discussed establishing table of useful life for future fixed assets

## Special Districts Payroll

- On-site meeting with Auditor-Controller to review potential options for establishing a basis for the service fee per District. Compared options versus Placer County fee schedule. Discussed rollout of fees to coincide with the start of FY2024-2025
- Sent email to Special Districts regarding the status of the project- anticipated rollout of early 2024, advised of a Payroll Service Contract to be created/agreed with each District, possible fees for processing payroll, and either request or confirmation of EIN number provided for the District
- Second follow up email sent to County Counsel for revisions on Payroll Service Contract to share with Districts (open item since mid-October)
- Continued to participate in Tyler Munis Payroll training sessions throughout the month with goal of assisting Special District setup
- Requested Auditor-Controller to schedule with Tyler Munis its own training session (without HR) to process a payroll and create a Test Bank Import file.

#### **Recurring Recommendations:**

- Set up each person within Treasury department responsible for banking transactions, reconciliations, or review duties with their own appropriate bank login (no sharing logins).
- Setup read only access rights CAO & access rights for Auditor Controller based on needs of job function / Debra-will bring to BOS for review and policy update/creation.
- BOS obtain an inventory of all County bank accounts and review the account listing for completeness and accuracy of all accounts under the County's purview and inclusion for monitoring for proper internal controls, i.e. appropriate access levels assigned, access to statements, monitoring of account balances, proper segregation of duties, bank account reconciliations proper internal controls within the functions of Treasury, Auditor-Controller, and CAO offices.
- Utilization of investment software will expedite the process get caught up on investment compliance reporting and ongoing management of investment reporting & recording of transactions.

#### **OTHER MEETINGS/ACTIVITIES**

1. Nov. 2 – Meeting with Keevin Allred in Probation
2. Nov. 3 – PCMC Meeting
3. Nov. 3 – FY 24-25 Budget Calendar Meeting with CLA, Martee
4. Nov. 3 – Dixie Fire – Plumas PG&E Settlement Meeting with John Fisk
5. Nov. 6 – Napa/Munis Payroll Meeting: old age/survivor disability insurance modification with CalPers; OT calculations – Flores, Exempt vs. Non-Exempt; Special District set-ups with EIN Numbers; running CA State specific reports.
6. Nov. 6 – Plumas County Coordinating Council Meeting (PCCC) with Forests
7. Nov. 7 – BOS Meeting
8. Nov. 8 – Weekly CLA Meeting & Update
9. Nov. 8 – Radio Tower, Contract & new contact by TowerPoint
10. Nov. 8 – FY 24-25 Budget Debrief with CLA
11. Nov. 9 – CLA Update
12. Nov. 9 – Plumas County & DFC Collaborative Leadership Recovery
13. Nov. 9 – Budget Narratives Planning with CLA
14. Nov. 9 – Meeting with County Counsel
15. Nov. 13 – CLA Cync up on Cash/Investments On-Site
16. Nov. 13 – CLA Lunch On-Site
17. Nov. 13 – Meeting with Feral Cat Coalition
18. Nov. 13 – Watershed Forum Meeting
19. Nov. 13 – FY 24-25 Budget Planning with CLA On-Site
20. Nov. 14 – BOS Meeting, then leave for CSAC Conference in Oakland



21. Nov. 14-16 – CSAC Meeting in Oakland – CACE Annual Meeting
22. Nov. 17 – WELL Board Meeting in Richmond
23. Nov. 20 – Plowing Chester Parking Lot meeting with Tom, Facility Services, Anne Kassebaum
24. Nov. 20 – Meeting with County Counsel
25. Nov. 20 – Meeting with Enterprise Fleet Management
26. Nov. 21 – BOS Meeting
27. Nov. 27 – Meeting with Mary Egan, MRG – HR Consultant
28. Nov. 27 – Attended Zoom meeting of the Lake Almanor Chamber of Commerce, focusing on the Chester Fire Department and its imminent closure due to lack of resources.
29. Nov. 28 – Introduction to the IAP Process – Trindel
30. Nov. 28 – Building Your Safety Culture - Trindel
31. Nov. 29 – CLA Weekly Meeting
32. Nov. 29 – Meeting with Gary Petersen with RSG about Strategic Planning for the County
33. Nov. 29 – Meeting with Sheriff, Mike Grant, Supervisor Hagwood about PST Contract
34. Nov. 29 – Meeting with MRG about HR contract
35. Nov. 29 – Meeting with Don Ashton, former CEO from El Dorado County
36. Dec. 1 – CACE Meeting
37. Dec. 1 – PCMC Meeting
38. Dec. 1 – Downtown Sparkle
39. Dec. 2 – Alpha Eta Craft Fair @ Plumas Sierra Fair Grounds

## **TRANSIENT OCCUPANCY TAX REPORT**

Granicus generated the following reports: (December 2, 2023 is the current report. Also showing is November 2, 2023 so it can be compared to the December 2, 2023 report).

## Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on November  
2, 2023.

**417**

Properties in or near Plumas County, CA

**379**

Properties in or near Plumas County, CA with address identified

**214**

Compliant Short Term Rentals

**159**

Non-compliant properties

**44**

Properties with unknown compliance

**211**

Properties that have received letters since first mailing

**90**

Properties that have received letters and are now compliant

**121**

Properties that have received letters but are still non-compliant



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:**  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Chester Fire Department - informational announcement; discussion and possible staff direction.

---

**Recommendation:**

,

**Background and Discussion:**

,

**Action:**

,

**Fiscal Impact:**

No General Fund impact, discussion item only.

**Attachments:**

None



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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

**FROM:**

**MEETING DATE:** December 5, 2023

**SUBJECT:** Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; recommendation to continue the emergency and bring it back within 30 days, on January 2, 2024; discussion and possible action.

---

**Recommendation:**

.

**Background and Discussion:**

.

**Action:**

.

**Fiscal Impact:**

.

**Attachments:**

1. Resolution No. 21-8609 - RATIFYING THE PLUMAS COUNTY HEALTH OFFICERS DECLARATION OF A LOCAL HEALTH EMERGENCY

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S  
DECLARATION OF LOCAL HEALTH EMERGENCY  
BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

**WHEREAS**, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

**WHEREAS**, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

**WHEREAS**, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

**WHEREAS**, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

**WHEREAS**, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

**DECLARATION NO. 21-**

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS  
BY PLUMAS COUNTY HEALTH OFFICER  
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

**WHEREAS**, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CALIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

**WHEREAS**, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

**WHEREAS**, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

**WHEREAS**, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

**WHEREAS**, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

**WHEREAS**, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

**WHEREAS**, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

**WHEREAS**, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

**WHEREAS**, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

**WHEREAS**, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

**WHEREAS**, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

**WHEREAS**, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

**WHEREAS**, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and



(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.


**NOW, THEREFORE, IT IS DECLARED** that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

**NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED** that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED** the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 PM a.m./p.m. of the 26<sup>th</sup> day of July, 2021.

7/26/21  
Date

  
\_\_\_\_\_  
Mark Satterfield, M.D.  
Health Officer  
County of Plumas



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

---

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

**FROM:**

**MEETING DATE:** December 5, 2023

**SUBJECT:** Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on January 16, 2024; discussion and possible action.

---

**Recommendation:**

.

**Background and Discussion:**

.

**Action:**

.

**Fiscal Impact:**

.

**Attachments:**

1. Resolution No.s 21-8601 and 21-8605

RESOLUTION NO. 21-3601

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**WHEREAS**, it has been found that local resources are unable to cope with the effects of said emergency;

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

**BE IT FURTHER PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

**WHEREAS**, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

**BE IT PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

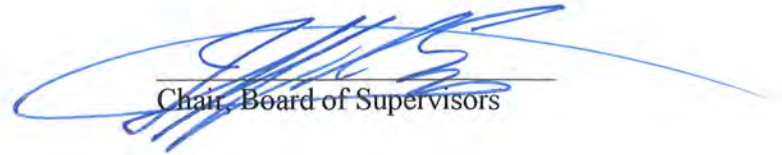
AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

ABSENT: None

ATTEST:

  
Clerk of the Board of Supervisors

  
Chair, Board of Supervisors



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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

**FROM:**

**MEETING DATE:** December 5, 2023

**SUBJECT:** Review, pursuant to Government Code section 8630, RESOLUTION No. 23-8767 ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring it back within 60 days, on January 16, 2024; discussion and possible action.

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**Recommendation:**

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**Background and Discussion:**

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**Action:**

.

**Fiscal Impact:**

.

**Attachments:**

1. Resolution No. 23-8767

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
PROCLAIMING A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR  
PROCLAIM A STATE OF EMERGENCY  
(PLUMAS COUNTY BLIZZARD & STORM EVENTS)

RESOLUTION 2023- 8767

WHEREAS, the Plumas County Board of Supervisors recognizes that conditions of extreme peril to the safety of persons and property have arisen within Plumas County; caused by the Blizzard that hit the Sierra region and particularly Plumas County, and

WHEREAS, the Blizzard Warning throughout our region originated on Monday, February 26, 2023 through Wednesday, March 1, 2023; and

WHEREAS, another storm warning was in effect for March 4, 2023 through March 6, 2023, and more snow and rain storms are expected throughout March per the national weather service; and

WHEREAS, Plumas County is recovering from the Dixie Fire and many in our region are living in travel trailers and temporary housing through December 31, 2024 due to the loss of 700 homes in our county of 19,915 people. People living in these and other temporary structures are at more risk due to snow loads and freezing conditions; and

WHEREAS, per historical data, areas of Plumas County are close to their max snow loads. Some areas are at or near thresholds for snow load. The average snow load for Almanor Basin is 100 lbs per cubic square foot, some of the last totals are at approximately 80-100 lbs.; and

WHEREAS, Plumas County's only incorporated city had a boil-water-only alert due to freezing temperatures and issues with the water system, affecting 4,500 people; and

WHEREAS, Plumas County's population over 65 years old is 30% - double the State of California's average for this age group - and are less mobile and more vulnerable to these adverse conditions

WHEREAS, staffing is inadequate to cope with removal of the heavy snowfall. Streets remain unplowed due to shortages of essential Public Works employees, causing impacts to essential government services and a hazard for essential emergency first responders; and

WHEREAS, snow removal equipment and other road equipment has been damaged due to the heavy snowfall and while repairs are being attempted, the workload is extreme; and



WHEREAS, due to the significant accumulation of snow from the blizzard and other storms, the predicted rain storms may result in significant flooding; and

WHEREAS, aging HVAC systems throughout County buildings are being stressed and failing in some instances; and

WHEREAS, transportation in the area is significantly disrupted. Highway 70, one of the two major travel corridors is closed indefinitely and has been since the January storms. Highway 80 is sporadically closed as are Highway 32 and 36. Fuel and supplies are a concern. Store shelves are beginning to look bare; and

WHEREAS, schools have seen several days of closure as have County offices due to hazardous travel conditions in the Sierra region; and

WHEREAS, if there were a need for a shelter to open, Plumas residents could not get to it due to snow conditions, unplowed roads and projected heavy snow and rainfall rates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California, hereby proclaims that a local emergency exists throughout Plumas County due to the blizzard and snow conditions.

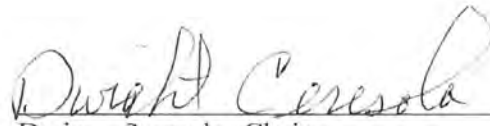
BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

1. This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.
2. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.
3. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
4. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to maintain a State of Emergency for the County of Plumas.
5. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.


PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, on March 7, 2023, by the following vote:

AYES Supervisor(s) Goss, McGowan, Hagwood, Ceresola, Engel

NOTES: None  
ABSENT: None

  
Dwig Ceresola, Chair  
Plumas County Board of Supervisors

ATTEST

  
Heidi White  
Clerk of the Board of Supervisors





**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:**  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Appoint Amanda Higgins to the Greenhorn Community Services District Board for a term of (1) one year, as recommended.

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**Recommendation:**

Appoint Amanda Higgins to the Greenhorn Community Services District Board for a period of (1) year, as recommended.

**Background and Discussion:**

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**Action:**

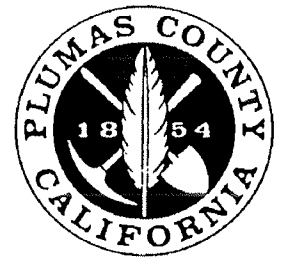
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**Fiscal Impact:**

No general fund impact.

**Attachments:**

1. Higgins, Amanda (LTR)



# BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
TOM MCGOWAN, DISTRICT 3  
GREG HAGWOOD, CHAIRMAN DISTRICT 4  
JEFF ENGEL, DISTRICT 5

December 5, 2022

Greenhorn Community Service District  
2049 Red Bluff Circle  
Quincy, CA 95971

Re: Appointment of one New Board Trustee to the Greenhorn Creek Community Service District

On December 5, 2023, the Plumas County Board of Supervisors appointed Amamda Higgins, to the Greenhorn Creek CSD.

I have included the Current Greenhorn Creek CSD Board Members and term expiration below.

<u>GREENHORN CREEK COMMUNITY SERVICE DISTRICT</u>	<u>TERM EXPIRES</u>
ZEINER, Elizabeth	12/01/2023
HERRIN, Rebecca	12/01/2023
HIGGINS, Amanda	12/01/2023
Vacant	
Vacant	

The Plumas County Board of Supervisors would like to thank all of you for your commitment to serving our community as a member of this Board.

Sincerely,

Greg Hagwood, Chair  
Board of Supervisors



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:**  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Appoint Judy Hardig to the Chester Cemetery District Board of Directors, for a term of (4) four years, as recommended.

---

**Recommendation:**

Appoint Judy Hardig to the Chester Cemetery District Board of Directors for a period of (4) four years, as recommended.

**Background and Discussion:**

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**Action:**

.

**Fiscal Impact:**

No general fund impact.

**Attachments:**

1. Hardig, Judy (LTR)



# **BOARD OF SUPERVISORS**

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DWIGHT CERESOLA, VICE CHAIR, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
TOM MCGOWAN, DISTRICT 3  
GREG HAGWOOD, CHAIR, DISTRICT 4  
JEFF ENGEL, DISTRICT 5

December 5, 2023

Chester Cemetery District  
P.O. Box 539  
Chester, CA 96020

Re: Appointment of New Board Trustee to the Chester Cemetery District

Members of the Chester Cemetery District Board,

On December 5, 2023, the Plumas County Board of Supervisors appointed Judy Hardig to the Chester Cemetery District for a 4-year period beginning December 5, 2023.

I have included the Current Chester Cemetery District Board Members and term expiration below.

<b>CHESTER CEMETERY DISTRICT</b>	<b>TERM EXPIRES</b>
HARDIG, Judy	2027
HENSEL, Tammy	2022
MORGANROTH, Carol	2023
SPECIALE, Dennis	2025
GRAMS, George	2025

The Plumas County and the Board of Supervisors would like to thank all of you for your commitment to serving our community as a member of this Board.

Sincerely,

Greg Hagwood  
Chair, Board of Supervisors



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:**  
**MEETING DATE:** December 5, 2023  
**SUBJECT:** Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) (1 case) of Government Code Section 54956.9

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**Recommendation:**

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**Background and Discussion:**

On December 5, 2023, the Board of Supervisors will meet in closed session to confer with legal counsel regarding September 18, 2023, October 20, 2023, November 13, 2023, and November 28, 2023, letters received from Lewis Brisbois Bisgaard & Smith LLP. The letters allege a variety of claims, including a memo sent through the Plumas County Human Resources Department, allegations under Government Code section 54950 et seq., allegations of conflicts of interest, and alleged misconduct by Plumas County personnel.

The letters and memo referenced contain confidential personnel information, and as such cannot be publicly disclosed. This public notice in no way constitutes a waiver of the attorney-client privilege or any other legal privilege that may attach to the County's communication or work product regarding this threatened litigation.

**Action:**

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**Fiscal Impact:**

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**Attachments:**

None