



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board
Kristina Rogers, Deputy Clerk of the Board

**AGENDA FOR REGULAR MEETING
JANUARY 6, 2026, TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

- A. Select a Chair for 2026; discussion and action; **Roll call vote.**
- B. Select a Vice-Chair for 2026; discussion and action; **Roll call vote.**

1. CONSENT AGENDA

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

A. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi-Tech Frame & Finish to provide automotive body repair services; effective February 1, 2026; not to exceed \$60,000.00; (General Fund Impact) as approved in FY25/26 approved budget (various budgets); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign amendment No.2 to agreement between Plumas County Sheriff's Office and Smith & Newell, to extend the term of the contract to the end of 2026; (No General Fund Impact); approved as to form by County Counsel.

- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and the Department of Justice (DOJ) to provide Live Scan (fingerprinting services); effective January 1, 2026; not to exceed \$25,000.00; (No General Fund Impact); approved as to form by County Counsel.

B. ELECTIONS

- 1) Accept Amended Certification of Candidates Appointed in Lieu of Election at the Uniform District Election held on November 4, 2025.

C. FACILITIES SERVICES & AIRPORTS

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and The HVAC Nerd for HVAC replacement at Plumas County Sheriff's Office; effective January 06, 2026; not to exceed \$80,000; (General Fund Impact) as approved in FY25/26 adopted budget (2012054 Facilities / 540110 Capital Improvements); approved as to form by County Counsel.

D. SOLID WASTE

- 1) Approve and authorize Chair to sign agreement between Plumas County Public Works and Vestra Resources, Inc. for engineering and environmental compliance work at the East Quincy Transfer Station; effective January 14, 2026; not to exceed \$23,100; No General Fund Impact; approved as to form by County Counsel.

E. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2026, not to exceed \$700,000.00; (No General Fund Impact); Road funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt Propane; effective January 1, 2026; not to exceed \$20,000.00; (No General Fund Impact); Road funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2026; not to exceed \$15,000.00; (No General Fund Impact); Road funds; approved as to form by County Counsel.

F. HUMAN RESOURCES

- 1) Adopt **RESOLUTION** to adopt Plumas County Pay Schedule; (General Fund impact) as approved in FY 25/26 adopted budget; approved as to form by County Counsel.

G. CHILD SUPPORT SERVICES

- 1) Approve and authorize Child Support Services to recruit and fill, funded and allocated, vacant one (1) FTE Child Support Assistant I/II/II OR Child Support Specialist I/II. No General Fund Impact, position to be paid from federal and state funds.

H. MUSEUM

- 1) Approve and authorize closure to the public, of the Plumas County Museum, for the months of January and February 2026 to enable staff and volunteers to conduct cataloging and accessioning of collections, revision of exhibit displays and other museum work not compatible with public interaction.

I. CLERK OF THE BOARD

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

2. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Chad Hermann

- 1) Approve and authorize a supplemental budget transfer for the Sheriff's Supplemental Law Enforcement Services Fund (SLESF) for unanticipated revenue received in the amount of \$50,000.00 for department 70356 (Sheriff's SLESF)/44393 (Fed/State Aid) and expenditures to offset revenue for 70356 (Sheriff's SLESF)/542600 (Equipment); approved by Auditor/Controller. **Four/fifths roll call vote**
- 2) Authorize the Plumas County Sheriff's Office/Animal Services to accept a private donation of \$5,000.00 to be used for the direct care and adoption sponsorship for animals housed at the Plumas County Animal Shelter.
- 3) Approve and authorize supplemental budget adjustment in the amount of \$5,000.00 for Animal Control/Donations revenue account (20428/46239) to be expended from Animal Control/Special Dept Animal expense account (20428/524405); approved by Auditor/Controller. **Four/Fifths roll call vote**

B. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **11:00 AM - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California ADMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; approved as to form by County Counsel.; discussion and possible action. No General Fund Impact. **Roll call vote**

C. TREASURER-TAX COLLECTOR - Julie White

- 1) Adopt **RESOLUTION** Re-Establishing the Plumas County Treasury Oversight Committee, pursuant to Government Code §27131; (No General Fund Impact); approved as to form by County Counsel; discussion and request to Treasurer to nominate committee members. **Roll call vote**

D. DISTRICT ATTORNEY - David Hollister

- 1) Approve Request for Budget Appropriation Transfer in the amount of \$15,000 from Fund Balance not budgeted during FY2025-26 budget hearings for the Environmental Settlements department 70312; (No General Fund Impact) approved by Auditor/Controller: discussion and possible action. **Four/fifths Roll Call vote**

E. CODE ENFORCEMENT - Jennifer Langston

- 1) Approve and authorize supplemental budget of \$15,000 in 48000 (Transfer In) and 521911 (Professional Services Vehicle Abatement) to cover the over-budget costs associated with vehicle towing authorized by the District Attorney's office. No General Fund Impact; approved by Auditor/Controller. Discussion and possible action. **Four/Fifths roll call vote.**

F. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve the Public Health Agency's temporary change in hours of operation on Monday, January 12, 2026, April 13, 2026, and September 14, 2026, from 8:00 a.m. to 12:00 p.m. for a mandatory, all-staff in-person professional development training day; discussion and possible action
- 2) Adopt **RESOLUTION** to authorize the Director of Public Health to sign the Subaward Agreement Number A25-0006-S009, between Plumas County Public Health Agency and Chico State Enterprises; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 3) Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant (1), (.875) FTE permanent part-time Head Cook position at the Quincy Nutrition site; partial General Fund Impact and Senior Services funded.

G. HUMAN RESOURCES

- 1) Approve **RESOLUTION** to amend fiscal year 2025/2026 Plumas County position allocation for the Social Services Department, flexibly allocating the Senior Social Worker A/B and Social Worker I/II/III, approved as to form by County Counsel.
- 2) Adopt **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the County Counsel's Office, Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 3) Adopt **RESOLUTION** to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office, Base Wage \$36.90/Hour; Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 4) Approval of a Side Letter to the Memorandum of Understanding (MOU) between the County of Plumas and Confidential Employee's Association for the term of January 1, 2025 — December 31, 2026; approved by Human Resources Director and Negotiator Sara James; discussion and possible action.

H. DISASTER RECOVERY - Keli Ward

- 1) Approve and authorize Chair to sign an agreement between Plumas County and PlaceWorks, Inc. to provide professional services under the 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan Agreement (22-CDBG-PL-20040) Plumas County 2021 Wildfires Long-Term Recovery Planning grant; effective January 6, 2026; not to exceed \$154,995; No General Fund Impact; CDBG grant funds; approved as to form by County Counsel; discussion and possible action.

3. BOARD OF SUPERVISORS

- A. 1) Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas calling for the placement of a general tax measure on the ballot of the June 2, 2026, election to adopt a transaction and use tax, and requesting that it be consolidated with the statewide general election to be held on June 2, 2026; approved as to form by County Counsel; discussion and possible action; **Roll call vote**

2) Adopt an **ORDINANCE** Attachment "A" of the County of Plumas, imposing a transactions and use tax of one percent (1.0%) to be administered by the California Department of Tax and Fee Administration, subject to the approval of a simple majority of the elections voting on the tax measure at the election to be held on June 2, 2026; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- B. Review and approval of the 2026 Plumas County Board of Supervisors Meeting Calendar; discussion and possible action.

C. APPOINTMENTS

- 1) Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or re-appointments, discussion and direction to the Clerk of the Board.

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

4. CLOSED SESSION

- A. 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

5. **REPORT OF CLOSED SESSION (IF APPLICABLE)**

6. **ADJOURNMENT**

Adjourned meeting to Tuesday, January 13, 2026, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: January 6, 2026

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi-Tech Frame & Finish to provide automotive body repair services; effective February 1, 2026; not to exceed \$60,000.00; (General Fund Impact) as approved in FY25/26 approved budget (various budgets); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi-Tech Frame & Finish to provide automotive body repair services; effective February 1, 2026; not to exceed \$60,000.00; (General Fund Impact) as approved in FY25/26 approved budget (various budgets); approved as to form by County Counsel.

Background and Discussion:

Contract to provide automotive body repair services.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Hi-Tech Frame & Finish to provide automotive body repair services; effective February 1, 2026; not to exceed \$60,000.00; (General Fund Impact) as approved in FY25/26 approved budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY25/26 approved budget (various budgets)

Attachments:

1. Hi Tech Frame & Finish 2025 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter, "County"), and Levi Pence, a sole proprietor, doing business as **Hi Tech Frame & Finish** (hereinafter, "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 Sixty Thousand Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from February 1, 2026 through January 31, 2027, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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

County:

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

Contractor:

Hi Tech Frame & Finish
1229 Industrial Way
Quincy, CA 95971
Attention: Levi Pence

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

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

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

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

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

CONTRACTOR:

Levi Pence, a sole proprietor, doing business as
Hi Tech Frame & Finish

By: _____
Name: Levi Pence
Title: Owner
Date signed:

COUNTY:

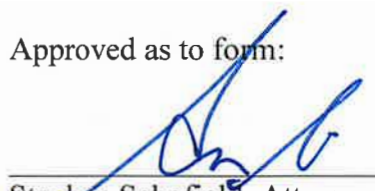
County of Plumas, a political subdivision of
the State of California

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

ATTEST:

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

Approved as to form:



Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
 - a. Body repair and refinishing of automobiles and light trucks.
 - b. Frame repairs of automobiles and light trucks.
 - c. Mechanical work as needed in conducting body repairs.
2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at the following rates per hour:
 - a. Paint and body repair work: \$110.00/hour
 - b. Frame repair work: \$120.00/hour
 - c. Mechanical repair work: \$140.00/hour
2. Parts shall be charged at the following rates:
 - a. Paint at a flat rate of \$66.00 per painting hour
 - b. Body parts and supplies at Contractor's cost plus 25%
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this agreement which have been completed to County's sole satisfaction.
5. Total payments under this Agreement shall **not exceed \$60,000.00** for the entire term. Contractor shall not perform work or incur costs beyond this amount without prior written authorization from County.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sarah Novak, Sheriff's Fiscal Officer
MEETING DATE: January 6, 2026
SUBJECT: Approve and authorize Chair to sign amendment No.2 to agreement between Plumas County Sheriff's Office and Smith & Newell, to extend the term of the contract to the end of 2026; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign amendment No.2 to agreement between Plumas County Sheriff's Office and Smith & Newell, to extend the term of the contract to the end of 2026; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Plumas County Sheriff's Office and Smith & Newell entered into a written agreement dated May 15, 2024, in which Smith & Newell agreed to conduct the audit for the new jail project that is required by BSCC. Due to the length of the project, the agreement will need to be amended to extend the term through the end of 2026.

Action:

Approve and authorize Chair to sign amendment No.2 to agreement between Plumas County Sheriff's Office and Smith & Newell, to extend the term of the contract to the end of 2026; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. Smith & Newell FULLY EXECUTED First Amendment
2. Smith & Newell - Jail Project Audit 24-269 FINAL
3. Smith & Newell Amendment 2 2025 FINAL

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND SMITH & NEWELL

This First Amendment to Agreement ("Amendment") is made on February 27, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and SMITH & NEWELL, a partnership ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and SMITH & NEWELL have entered into a written Agreement dated May 15, 2024, (the "Agreement"), in which SMITH & NEWELL agreed to conduct the required BSCC audit for Plumas County's Jail Construction Project.
 - b. Because of the length of the project, the parties desire to extend the term of the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3 is amended to read as follows:

Term. The term of this agreement shall be from May 15, 2024, through December 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 15, 2024, to the date of approval of this Agreement by the Board of Supervisors.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated May 15, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Smith & Newell, a partnership

By: 

Name: Norman Newell

Title: Partner

Date signed:

COUNTY:

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

By: 

Name: Todd Johns

Title: Sheriff/Coroner

Date signed: 3/18/25

By: 

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed: 11 MAR 2025

ATTEST:

By: 

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

Date signed: 11 MAR 2025

Approved as to form:


Craig Settemire

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 **Sheriff's Office** (hereinafter referred to as "County"), and Smith & Newell, a partnership (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000.00).
3. Term. The term of this agreement shall be from May 15, 2024, through May 15, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 15, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

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CONTRACTOR INITIALS SN

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

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CONTRACTOR INITIALS

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

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Roni Towery

Contractor:

Smith & Newell
950 Tharp Road, Suite 502
Yuba City, CA 95993
Attention: Norman Newell

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CONTRACTOR INITIALS

PN

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

____ COUNTY INITIALS

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CONTRACTOR INITIALS WJ

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Smith & Newell, a partnership

By: 

Name: Norman Newell

Title: Partner

Date signed: 6-4-24

COUNTY:

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

By: 

Name: Gregory Hagwood

Title: Chair, Board of Supervisors

Date signed: 05-21-2024

ATTEST:

By: 

Name: Allen Hiskey

Title: Clerk of the Board

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CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

Scope of Services

Conduct required BSCC audit for the County's Jail Construction Project will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

The Statement of Grant Revenue and Expenditures will be prepared for the purpose of complying with the audit requirements, which is a basis of accounting other than accounting principles generally accepted in the United States of America, in order to comply with the Program requirements. Also, the Financial Statements of the County's Jail Construction Project are intended to present only the financial activities of the County's Jail Construction Project funded by the Board of State and Community Corrections and do not purport to, and do not, present the financial position or activities of the County as a whole. Our opinion will not be modified with respect to this matter.

In accordance with Government Auditing Standards we will also issue our report our consideration of the County's internal control over financial reporting for the project and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the County's internal control over financial reporting and compliance.

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CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

| | <u>Staff Hourly</u> <u>Rates</u> |
|--------------------------|-------------------------------------|
| Partner | \$ 205 |
| Manager | 160 |
| Staff Accountants | 95 |
| Administrative Assistant | 75 |

Total fee for services not to exceed \$ 20,000

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

SECOND AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND SMITH & NEWELL

This Second Amendment to Agreement (“Amendment”) is made on December 9, 2025, between Plumas County, a political subdivision of the state of California, by and through its **Sheriff’s Office** (“COUNTY”), and **Smith & Newell**, a partnership (“CONTRACTOR”) who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. COUNTY and CONTRACTOR have entered into a written Agreement dated May 15, 2024, (the “Agreement”), in which CONTRACTOR agreed to conduct the required BSCC audit for Plumas County’s Jail Construction Project.
 - b. Because of the length of the project, the parties desire to extend the term of the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 3 is amended to read as follows:

Term. The term of this agreement shall be from May 15, 2024, through December 31, 2026, unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 15, 2024, to the date of approval of this Agreement by the Board of Supervisors.”
3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment of Agreement and First Amendment of Agreement, dated February 27, 2025, all provisions of the Agreement dated May 15, 2024, shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

Smith & Newell, a partnership

By: _____

Name: Norman Newell

Title: Partner

Date signed:

COUNTY:

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

By: _____

Name: Chad Herman

Title: Sheriff/Coroner

Date signed:

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:



Stephen Schofield, Attorney
County Counsel's Office



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Sarah Novak, Sheriff's Fiscal Officer
MEETING DATE: January 6, 2026
SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and the Department of Justice (DOJ) to provide Live Scan (fingerprinting services); effective January 1, 2026; not to exceed \$25,000.00; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and the Department of Justice (DOJ) to provide Live Scan (fingerprinting services); effective January 1, 2026; not to exceed \$25,000.00; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Agreement with DOJ to provide the Sheriff's Office with Live Scan (fingerprinting) services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and the Department of Justice (DOJ) to provide Live Scan (fingerprinting services); effective January 1, 2026; not to exceed \$25,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. DOJ GIA FINAL 2025
2. DOJ EX A FINAL 2025
3. DOJ FINAL 2025

GIA-610

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work 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.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

EXHIBIT A

SCOPE OF WORK

The County of Plumas, a political subdivision of the State of California, by and through its **Sheriff's Office**, (hereinafter, "PCSO") and the **Department of Justice** (hereinafter, "DOJ") hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCSO with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:

A. The DOJ is responsible to receive and process electronically submitted CORI requests from PCSO. The DOJ shall provide the PCSO with the following information when the DOJ receives and processes CORI requests submitted by PCSO for an agency they represent:

- DOJ CORI or a no record response and (if authorized) subsequent arrest notifications
- FBI CORI or a no record response for initial submissions (as applicable)
- Child Abuse Central Index (CACI – as applicable)
- Peace Officer Carry Concealed Weapon (CCW – as applicable)
- Other – Custodian of Records (COR – as applicable)

B. The DOJ is responsible for receiving and processing CORI requests submitted by PCSO on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCSO.

2. The PCSO Responsibilities:

A. The PCSO will request CORI electronically. The PCSO is statutorily authorized to request and receive CORI under ORI Number CA320000. Accordingly, the DOJ will deal exclusively with the PCSO for all issues associated with these responses.

B. The PCSO agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ, in accordance with the FBI CJIS Security Policy. The PCSO, any official or employee of the PCSO, shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.

C. The PCSO, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency:

County of Plumas (PCSO)
Livescan Account

Name: Roni Towery

Address: 1400 E. Main Street
Quincy, CA 95971

PHONE: 530-283-6396

FAX: 530-283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/ASP – eBilling Unit

Name: DOJ Contract Analyst

Address: PO Box 160608
Sacramento, CA 95816-0608

Phone: None

FAX: None

E-Mail: doj.appbill@doj.ca.gov

Contract inquiries:

Requesting Agency:

PCSO
Livescan Account

Name: Roni Towery

Address: 1400 E. Main Street
Quincy, CA 95971

Phone: 530-283-6396

FAX: 530-283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/ASP – eBilling Unit

Name: DOJ Contract Analyst

Address: PO Box 160608
Sacramento, CA 95816-0608

Phone: None

FAX: None

E-Mail: doj.appbill@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.
5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B

Invoicing and Payment Provisions

Invoicing

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

| | | | |
|--|-------|--|---|
| State Level Response | \$32 | | CORI submissions specific to the <u>PCSO</u> as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X . |
| Federal Level Response | \$17 | | |
| Federal Level Response (Volunteer) | \$15 | | |
| Child Abuse Central Index (CACI) | \$15 | | |
| Trustline CACI | \$15 | | |
| Adoption CACI | \$15 | | |
| Peace Officer Carry Concealed Weapon (CCW) | \$19 | | |
| Employment CCW | \$22 | | |
| Private Patrol/Security Guard CCW | \$38 | | |
| Standard CCW | \$44 | | |
| Judge CCW | \$66 | | |
| Reserve/Custodial Peace Officer CCW | \$88 | | |
| Entertainment CCW | \$48 | | |
| Military Assault Weapon | \$22 | | |
| Fingerprint Roller Certification | \$25 | | |
| Record Review | \$25 | | |
| DSS Fee | \$10 | | |
| CS DSS Fee | \$20 | | |
| Check Casher License | \$50 | | |
| Secondhand Dealer License | \$300 | | |
| Pawnbroker License | \$300 | | |
| Custodian of Records Approval Letter | \$30 | | |

The PCSO agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 120112, with a tear-off bottom that must be returned with payment. The PCSO is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCSO and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Sheriff's Office
ATTN: Roni Towery
1400 E. Main Street
Quincy, CA 95971
ronitowery@countyofplumas.com

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCSO or its representative(s).

The PCSO agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.

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**PLUMAS COUNTY
COUNTY CLERK-RECORDER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Marcy DeMartile, Clerk/Recorder
MEETING DATE: January 6, 2026
SUBJECT: Accept Amended Certification of Candidates Appointed in Lieu of Election at the Uniform District Election held on November 4, 2025.

Recommendation:

Approved Amended Certification of Candidates Appointed in Lieu of Election at the Uniform District Election held on November 4, 2025.

Background and Discussion:

Due to a typographical error being discovered after the acceptance of the original Certification on December 9, 2025, in regards tot he Last Chance Creek Water District Director Bryan Williams term of office, we are requesting acceptance of the Amended Certification attached hereto.

Action:

Approved Amended Certification of Candidates Appointed in Lieu of Election at the Uniform District Election held on November 4, 2025.

Fiscal Impact:

No fiscal impact.

Attachments:

1. Amended In Lieu Certification

CERTIFICATION OF CANDIDATES APPOINTED IN LIEU OF ELECTION

AT THE UNIFORM DISTRICT ELECTION HELD ON NOVEMBER 4, 2025

AMENDED

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the Uniform District Election held November 4, 2025 and recorded in the Elections Records, certify the following candidates Appointed in Lieu of Elections as follows:

BECKWOURTH PEAK FIRE PROTECTION DISTRICT

Cary Curtis
Nicholas Marques
Richard Fortmann

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/3/2027
12/5/2025 to 12/7/2029

GRAEAGLE FIRE PROTECTION DISTRICT

Larissa Beddoe
Michael B. Preston

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

HAMILTON BRANCH FIRE PROTECTION DISTRICT

Brett Hurff
Norman Sollid
John Ronald Damsen
Jim Lee
Suzanne Mueller

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029
12/5/2025 to 12/3/2027
12/5/2025 to 12/3/2027
12/5/2025 to 12/3/2027

MEADOW VALLEY FIRE PROTECTION DISTRICT

Robert Gimbel

Term of Office

12/5/2025 to 12/7/2029

PENINSULA FIRE PROTECTION DISTRICT

Tracey Smith
Joseph Spooner

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/3/2027

PRATTVILLE-ALMANOR FIRE PROTECTION DISTRICT

James Pope
Kenneth A. Wilson, Jr.

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

QUINCY FIRE PROTECTION DISTRICT

John Mansell
Andy Ryback
Michael C. Taborski

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029
12/5/2025 to 12/3/2027

CLIO PUBLIC UTILITY DISTRICT

Fletcher Darquea
Jeremiah Marquette
Matt Williams

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

JOHNSVILLE PUBLIC UTILITY DISTRICT

John LaTourrette
David Alan Piepho

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

AMERICAN VALLEY COMMUNITY SERVICES DISTRICT

Frank R. Carey

Term of Office

12/5/2025 to 12/3/2027

C ROAD COMMUNITY SERVICES DISTRICT

Debra L. Thompson
William Peterson

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/3/2027

GRAEAGLE COMMUNITY SERVICES DISTRICT

Jane Scott
Robert Surryhne
John Vercelli
Michele E. Skupic

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029
12/5/2025 to 12/3/2027

GRIZZLY RANCH COMMUNITY SERVICES DISTRICT

Kathryn Roberts
Peter R. Christoffersen
Stephen Tange
Mark Roberts

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/3/2027
12/5/2025 to 12/3/2027
12/5/2025 to 12/7/2029

HAMILTON BRANCH COMMUNITY SERVICES DISTRICT

Sean M. McHugh
James Lee

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

LONG VALLEY COMMUNITY SERVICES DISTRICT

Gregory A. Kneisel
Michael J. McCourt

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

PLUMAS EUREKA COMMUNITY SERVICES DISTRICT

Donald Fregulia
Todd A. Solomon
Jeff Glick

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

WEST ALMANOR COMMUNITY SERVICES DISTRICT

Dick Horn
Kimberly Mullikin
Tim Grewis

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

ALMANOR RECREATION AND PARK DISTRICT

Anne Kassebaum

Term of Office

12/5/2025 to 12/7/2029

CENTRAL PLUMAS RECREATION AND PARK DISTRICT

Matthew Kitchens
Laurie Sturley

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

EASTERN PLUMAS RECREATION AND PARK DISTRICT

Marcia Boswell
Margaret "Mimi" Garner

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029

INDIAN VALLEY RECREATION AND PARK DISTRICT

Janine
Joan Carter
Kaley Bentz

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029
12/5/2025 to 12/3/2027

LAST CHANCE CREEK WATER DISTRICT

Milton N. Frei
Darrin Damonte
Bryan Williams

Term of Office

12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029
12/5/2025 to 12/7/2029



Marcy DeMartile, Plumas County Clerk-Recorder

Dated: December 2, 2025



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: January 6, 2026

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and The HVAC Nerd for HVAC replacement at Plumas County Sheriff's Office; effective January 06, 2026; not to exceed \$80,000; (General Fund Impact) as approved in FY25/26 adopted budget (2012054 Facilities / 540110 Capitol Improvements); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and The HVAC Nerd for HVAC replacement at Plumas County Sheriff's Office; effective January 06, 2026; not to exceed \$80,000; (General Fund Impact) as approved in FY25/26 adopted budget (2012054 Facilities / 540110 Capitol Improvements); approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and The HVAC Nerd for HVAC replacement at Plumas County Sheriff's

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and The HVAC Nerd for HVAC replacement at Plumas County Sheriff's Office; effective January 06, 2026; not to exceed \$80,000; (General Fund Impact) as approved in FY25/26 adopted budget (2012054 Facilities / 540110 Capitol Improvements); approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact as approved in FY25/26 adopted budget (2012054 Facilities / 540110 Capitol Improvements); approved as to form by County Counsel.

Attachments:

1. 7349 FINAL (1) HVAC Nerd

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services and Airports Department** (hereinafter referred to as "County"), and Curtis Sorber, an individual, doing business as **The HVAC Nerd** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Eighty Thousand Dollars and 00/100 (\$80,000.00)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30th, 2026, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

____ COUNTY INITIALS

1

CONTRACTOR INITIALS ____

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

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

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

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

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

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

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

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **C-20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor**, issued by the State of California, **No. 1106319**.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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

County:

Plumas County Facility Services and Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Nick Collin

Contractor:

The HVAC Nerd
705 East Bidwell St. Suite 2-233
Folsom CA 95630
Attention: Curtis Sorber

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

____ COUNTY INITIALS

8

CONTRACTOR INITIALS ____

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Curtis Sorber, dba The HVAC Nerd

By: _____
Name: Curtis Sorber
Title: Owner
Date: _____

COUNTY:

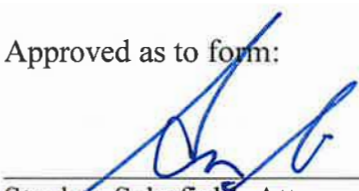
County of Plumas, a political subdivision of the State of California

By: _____
Name: Kevin Goss
Title: Chair of the Board
Date: _____

ATTEST:

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

Approved as to form:



Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

This scope of work is for the replacement of 4 HVAC split units at the Plumas County Sheriff's Office located at 1400 E. Main St Quincy, CA 95971

Contractor is to provide all labor, materials and equipment to remove 4 existing HVAC split units and properly dispose of refrigerant and units in a safe and lawful manner to all current regulations and industry standards.

Contractor is to provide all labor, materials and equipment to replace 4 existing 5-ton split units with Rheem Manufacturing to match previous split unit that has been recently replaced. Contractor is to provide any sheet metal modifications, line sets and mounting of air handlers and condensing units to complete work. Contractor to reconnect Delta System to new units. All work to be done to current codes following manufacturers recommended installation instructions and to industry standards. Contractor is to provide startup and recommend training for new units.

EXHIBIT B

Fee Schedule

1. Contractor to be paid a lump sum at completion of project.
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. County shall make a single payment for all Work performed by Contractor following:
 - (i) completion of the Work;
 - (ii) County's inspection and determination that the Work is acceptable and this Agreement fully performed;
 - (iii) Contractor's submission of documentation establishing payment or satisfaction of all obligations under this Agreement;
 - (iv) Contractor's submission of a release and waiver of any Claims or liens arising out of this Agreement; and
 - (v) submission of an invoice by Contractor.

Upon satisfaction of these conditions, the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, within fifteen (15) days of County's receipt of Contractor's invoice.

4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.



PLUMAS COUNTY SOLID WASTE MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: January 6, 2026

SUBJECT: Approve and authorize Chair to sign agreement between Plumas County Public Works and Vestra Resources, Inc. for engineering and environmental compliance work at the East Quincy Transfer Station; effective January 14, 2026; not to exceed \$23,100; No General Fund Impact; approved as to form by County Counsel.

Recommendation:

The Director of Public Works respectfully recommends that the Board vote to authorize the Chair to sign the attached agreement, approved as to form by County Counsel. Not to exceed \$23,100

Background and Discussion:

During the winter of 2024-2025, the truck loading bay at the East Quincy transfer repeatedly flooded following any instance of moderate to heavy rain. Evaluation by Public Works engineering staff determined that the current drainage system had become insufficient. Public Works staff then worked with Vestra Resources to develop a plan for renovating and expanding the current drainage system. The attached contract was approved as to form by County Counsel and does not involve Plumas County General Funds.

Action:

Approve and authorize Chair to sign agreement between Plumas County Public Works and Vestra Resources, Inc. for engineering and environmental compliance work at the East Quincy Transfer Station; effective January 14, 2026; not to exceed \$23,100; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Solid Waste.

Attachments:

1. Service Agreement VESTRA Signed

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 **Department of Public Works** (hereinafter referred to as "County"), and **Vestra Resources Inc**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Three Thousand One Hundred and 00/100 Dollars (\$23,100.00).
3. Term. The term of this agreement shall be from January 14, 2026, through December 31, 2027, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

8. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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

County:

Department of Public Works
County of Plumas
1834 East Main Street
Quincy, CA 95971
Attention: Sean Graham Solid Waste Program Manager

Contractor:

Vestra Resources, Inc.
5300 Aviation Drive
Redding, CA 956002
Attention: Wendy Johnston, Chief Executive Officer

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

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination


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


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

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

CONTRACTOR:

Vestra Resources, Inc., a California Corporation

By: 
Wendy L. Johnston
Chief Executive Officer
Date signed:

By: 
Kimberly Wilkes
Chief Financial Officer
Date signed:

COUNTY:

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

By: _____
Kevin Goss
Chair of the Board of Supervisors
Date signed:

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board of Supervisors
Date Signed:

Approved as to form:

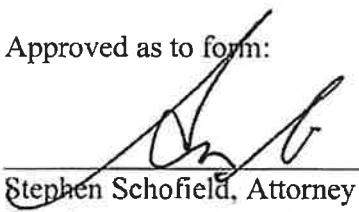

Stephen Schofield, Attorney
County Counsel's Office

Exhibit "A"
SCOPE OF WORK
DRAINAGE EVALUATION AND DESIGN
EAST QUINCY TRANSFER STATION

INTRODUCTION

The East Quincy Transfer Station is equipped with a sump in the southeast corner of the building for the collection of incidental water from the placement of waste against the building push wall. This sump also collects water that drains down the ramps into and out of the transfer trailer bay along the east side of the main building. Water in the sump then flows under gravity to a leach field immediately southeast of the main building.

For the past two winters, the sump and leach field have been frequently overwhelmed by water inflows, requiring Plumas County to hire septic pump truck operators to pump out the sump. This has been necessary multiple times per year, placing a considerable cost and time burden on transfer station operations. From our preliminary analysis, there appear to be two factors behind these issues:

- Excessive drainage down the ramps to the transfer bays
- The paving over of the leach field during construction of the new jail facility east of the transfer station

To determine possible design remedies, VESTRA engineering staff must first visit the site and observe site conditions with Plumas County personnel. Once that is complete, we can work on designing a solution to the drainage issues at the transfer station. Tasks associated with the proposed work follow.

SCOPE OF WORK

Task 1 Site Visit

VESTRA engineering staff will visit the site and observe site conditions with County personnel prior to working on a remedy design. This task includes a full day for our chief civil engineer to visit the site, and another day of staff time to consolidate and review data from the visit. Mileage costs are included.

Task 2 Remedy Design

After VESTRA engineering staff have had the opportunity to observe conditions at the site and consult with County staff, they can begin devising a design remedy. This may include changes in grading, or the relocation or replacement of the leach field with like measure or pumped system. It is assumed that topographic survey and mapping of the site will be included. As the extent and nature of this task cannot be determined without first conducting the site visit and discussions with Plumas County Staff, the cost under this task is a rough estimate. An addendum to this contract will be prepared once a concept for the design remedy has been selected and the cost can be adjusted.

Task 3 Remedy Implementation Oversight

Once a design remedy has been drafted and approved by Plumas County, VESTRA engineering staff will be involved in the oversight of its implementation. This may also include documentation, such as the preparation of as-built plans. A rough estimate cost under this task has been included in this Scope for informational purposes. Once the design has been completed, a contract addendum with a more accurate cost will be prepared.

Task 4 Project Management

Project management is invoiced at 10 percent of total cost and includes agency coordination and day-to-day activities associated with the project.

Exhibit "B"
COST ESTIMATE
DRAINAGE EVALUATION AND DESIGN
EAST QUINCY TRANSFER STATION

The estimated costs to complete the work included in Exhibit "A" are summarized in Table 1.

| Table 1 | | |
|---|---------------------------------|-----------------------------|
| COST ESTIMATE | | |
| Task No. | Description | Estimated Cost |
| 1 | Site Visit | \$3,000 |
| 2 | Remedy Design | \$10,000 ¹ |
| 3 | Remedy Implementation Oversight | \$8,000 ¹ |
| 4 | Project Management (10%) | \$2,100 |
| Total Estimated Cost | | \$23,100¹ |
| Notes: | | |
| ¹ Costs of Task 2 and Task 3 will depend on the outcome of Task 1; rough costs for budgeting purposes are included herein. | | |

Exhibit "B" Cont.
2025 VESTRA RATE SCHEDULE

| Staff Classification | Per Hour |
|--|--------------------------------|
| Environmental Services | |
| Environmental Technician | \$65.00 - \$120.00 |
| Regulatory Biologist | \$105.00 - \$170.00 |
| Environmental GIS Analyst | \$110.00 - \$130.00 |
| Environmental Scientist | \$110.00 - \$170.00 |
| Associate Geologist | \$110.00 - \$170.00 |
| Associate Hydrologist | \$110.00 - \$170.00 |
| Regulatory Compliance Specialist | \$115.00 - \$185.00 |
| Senior Biologist | \$140.00 - \$200.00 |
| Senior Environmental Scientist | \$140.00 - \$200.00 |
| Senior Environmental GIS Analyst | \$125.00 - \$160.00 |
| Senior Regulatory Compliance Specialist | \$140.00 - \$200.00 |
| Professional Geologist | \$140.00 - \$200.00 |
| Professional Hydrologist | \$140.00 - \$200.00 |
| Project Manager | \$140.00 - \$200.00 |
| Senior Project Manager | \$165.00 - \$240.00 |
| Senior Consultant | \$165.00 - \$240.00 |
| Principal Consultant | \$165.00 - \$240.00 |
| Engineering Services | |
| Engineering/Surveying Technician | \$65.00 - \$120.00 |
| Associate Engineer/Surveyor | \$105.00 - \$170.00 |
| Professional Land Surveyor | \$170.00 - \$240.00 |
| Senior Professional Engineer | \$170.00 - \$240.00 |
| Administration | |
| Admin Clerk/ Document Production Technician | \$60.00 - \$90.00 |
| Senior Admin/ Document Production Coordinator | \$80.00 - \$140.00 |
| Health & Safety Coordinator | \$115.00 - \$160.00 |
| Equipment Classification Rates | |
| Small Format Color Printer -- Color Copies | \$1.00/copy |
| Small Format Color Printer -- Black & White | \$0.50/copy |
| Small Format Black & White Printer | \$0.15/copy |
| Satellite Communication Device (<i>Remote Projects Only</i>) | \$20.00/day |
| iPad/Tablet | \$20.00/day |
| GPS (Handheld) | \$40.00/day |
| Generator | \$150.00/day |
| Survey Grade GPS | \$200.00/day |
| ATV | \$250.00/day |
| Per Diem/Travel Expenses* | |
| Vehicle Mileage | IRS Rate or IRS Rate +15% |
| Lodging | Federal Per Diem or Cost + 15% |
| Meals and Incidental Expenses (M & IE) | Federal Per Diem or Cost +15% |

Overtime: Days exceeding 8 hours will result in labor rate being multiplied by 1.5.
Days exceeding 12 hours will result in labor rate being multiplied by 2.0.

Subcontractors: Billed as direct reimbursement plus 15%.

Expenses: Project-specific supplies and/or rentals not included on the rate sheet will be billed as direct expense plus 15%.

Terms: Due and Payable upon Receipt; 1 ¼% per month (21% per annum) finance charge will be added to any balance 30 days past due.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: January 6, 2026
SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2026, not to exceed \$700,000.00; (No General Fund Impact); Road funds; approved as to form by County Counsel.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Hunt and Sons, LLC. in the amount of Seven Hundred Thousand Dollars and 00/100 (\$700,000.00).

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to purchase fuel and heating oil as identified in the FY25/26 annual budget.

The anticipated cost of the fuel and heating oil is not expected to exceed \$700,000 for the 2026 calendar year as outlined in the attached purchase agreement.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on September 30, 2025.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt and Sons, LLC.; effective January 1, 2026, not to exceed \$700,000.00; (No General Fund Impact); Road funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Road.

Attachments:

1. Contract_Hunt n Sons Fuel 2026

Contractor Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Works Department** (hereinafter referred to as "County"), and **Hunt & Sons, 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 **Seven Hundred Thousand Dollars and No/100 (\$700,000.00)**.
3. Term. The term of this agreement shall be from January 1, 2026, through December 31, 2026; unless terminated earlier as provided herein.

County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2026, 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.
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:

Plumas County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

Hunt & Sons, LLC
188 Crescent St.
Quincy, CA 95971
Attention: Justin Hughes

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the

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

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Hunt & Sons, LLC,
a Limited Liability Company

By: _____
Name: Lindsey Grant
Title: Vice President
Date signed:

COUNTY:

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

By: _____
Name: Robert Thorman
Title: Public Works Director
Date signed:

:

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

ATTEST:

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

Approved as to form:



Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Deliver Clear Diesel Fuel, Gasoline Fuel, and High Sulfur Burner Fuel to the following Plumas County Public Works Maintenance Yards:
 - a. Chester Yard, 1033 State Route 36, Chester, CA 96020
 - b. Graeagle Yard, 1091 Maricopa Trail, Graeagle, CA 96103
 - c. Beckwourth Yard, 240 Beckwourth-Genesee Road, Beckwourth, CA 96129
 - d. Greenville Yard, 36 Williams Valley Road, Greenville, CA 95947
 - e. LaPorte Yard, 2020 Church Street, LaPorte, CA 95981
 - f. Quincy Yard, 1834 East Main Street, Quincy, CA 95971
2. All of the below listed fuel tanks are to be kept on a "Keep Full" basis unless otherwise noted

| <u>Yard</u> | <u>Gallons</u> | <u>Fuel Type</u> | <u>Notes</u> |
|--------------------|-----------------------|-------------------------|---------------------|
| Quincy | 10,000 | Clear Diesel | On-Call |
| | 2,000 | Gasoline | On-Call |
| | 2,000 | HS Burner #1 | |
| | 1,000 | HS Burner #2 | |
| | 1,000 | HS Burner #3 | |
| | 1,000 | HS Burner #4 | |
| Chester | 2,000 | Clear Diesel | |
| | 2,000 | Gasoline | |
| | 1,000 | HS Burner | |
| Graeagle | 2,000 | Clear Diesel | |
| | 2,000 | Gasoline | |
| Beckwourth | 2,000 | Clear Diesel | |
| | 2,000 | Gasoline | |
| | 1,000 | HS Burner | |
| Greenville | 2,000 | Clear Diesel | |
| | 2,000 | Gasoline | |
| | 1,000 | HS Burner | |
| LaPorte | 2,000 | Clear Diesel #1 | |
| | 2,000 | Clear Diesel #2 | |
| | 350 | Gasoline | |

3. The County estimates that its requirement for Fuel during the initial term are as follows (all quantities in gallons):

| <u>Yard</u> | <u>Clear Diesel</u> | <u>Gasoline</u> | <u>HS Burner</u> |
|--------------------|----------------------------|------------------------|-------------------------|
| Beckwourth | 12,000 | 3,000 | 4,000 |
| Greenville | 11,000 | 2,000 | 4,000 |
| Chester | 22,000 | 4,000 | 6,000 |
| Quincy | 51,000 | 12,000 | 14,300 |
| Graeagle | 14,000 | 1,500 | 0 |
| La Porte | 15,000 | 200 | 0 |

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

1. The price shall be the Contractor's rack price on date of filling, plus
 - a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and
 - b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.
2. Payment under this contract shall not exceed Seven Hundred Thousand dollars and no cents (\$700,000.00).
3. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by the Contractor under this Agreement which have been completed to the County's sole satisfaction.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: January 6, 2026
SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt Propane; effective January 1, 2026; not to exceed \$20,000.00; (No General Fund Impact); Road funds; approved as to form by County Counsel.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Hunt Propane in the amount of Twenty Thousand Dollars and 00/100 (\$20,000.00).

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to purchase propane fuel as identified in the FY25/26 annual budget.

The anticipated cost of the fuel and heating oil is not expected to exceed \$20,000 for the 2026 calendar year as outlined in the attached purchase agreement.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on September 30, 2025.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Hunt Propane; effective January 1, 2026; not to exceed \$20,000.00; (No General Fund Impact); Road funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Road.

Attachments:

1. Contract_Hunt Propane 2026

Contractor Services Agreement

This Agreement is made by and between the County of Plumas, a political subdivision of the State of California, by and through its **Public Works Department** (hereinafter referred to as "County"), and **Hunt Propane, Inc.**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty Thousand Dollars and No/100 (\$20,000.00)**.
3. Term. The term of this agreement shall be from January 1, 2026, through December 31, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2026, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

Plumas County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

Hunt Propane
477 N. Mill Creek Road
Quincy, CA 95971
Attention: Alicia Hartner

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

____ COUNTY INITIALS

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CONTRACTOR INITIALS_____

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Hunt Propane, Inc., a California corporation

By: _____
Name: Joshua Hunt
Title: Chief Executive Officer
Date signed:

By: _____
Name: Joseph Hunt
Title: Secretary
Date signed

COUNTY:

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

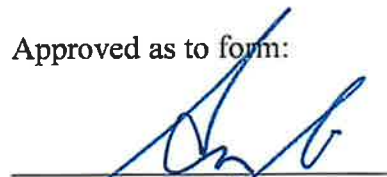
By: _____
Name: Robert Thorman
Title: Public Works Director
Date signed:

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

ATTEST:

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

Approved as to form:



Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Contractor shall deliver propane gas to the following Public Works maintenance Yards:
 - a) Chester Maintenance Yard, 1033 State Route 36, Chester, CA 96020
 - b) Quincy Maintenance Yard, 1834 East Main Street, Quincy, CA 95971
 - c) Graeagle Maintenance Yard, 1091 Maricopa Trail, Graeagle, CA 96103
2. Delivery of propane gas will be delivered in amounts to keep the County's tank on a "keep full" basis. Tank size for Chester is 500 gallons, Quincy 1000 gallons, and Graeagle 500 gallons.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

1. The price shall be the Contractor's rack price on date of filling, plus
 - a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and
 - b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.
2. Payment under this contract shall not exceed Twenty Thousand dollars and no cents (\$20,000.00).
3. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by the Contractor under this Agreement which have been completed to the County's sole satisfaction.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: January 6, 2026
SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2026; not to exceed \$15,000.00; (No General Fund Impact); Road funds; approved as to form by County Counsel.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a purchase agreement with Brown's Gas Company, a subsidiary of Ferrellgas LP in the amount of Fifteen Thousand Dollars and 00/100 (\$15,000.00).

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to purchase propane fuel as identified in the FY25/26 annual budget.

The anticipated cost of the fuel and heating oil is not expected to exceed \$15,000 for the 2026 calendar year as outlined in the attached purchase agreement.

The attached purchase agreement has been reviewed and approved as to form by County Counsel.

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on September 30, 2025.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2026; not to exceed \$15,000.00; (No General Fund Impact); Road funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Road.

Attachments:

1. Contract-Ferrellgas 2026

Contractor Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and Brown's Gas Company, a subsidiary of Ferrellgas, LP (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 **Fifteen Thousand Dollars and No/100 (\$15,000.00)**.
3. Term. The term of this agreement shall be from January 1, 2026, through December 31, 2026; unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 1, 2026, to the date of approval of this Agreement by the Board of Supervisors
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

Plumas County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

Brown's Gas Company, Inc.
P.O. Box 469
Marysville, CA 95901
Attention: Chris Hall

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Brown's Gas Company, a subsidiary of
Ferrellgas, LP

By: _____
Name: Parker Shields
Title: Strategic Account Coordinator
Date signed:

COUNTY:

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

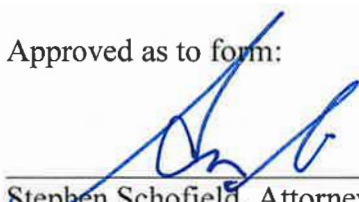
By: _____
Name: Robert Thorman
Title: Public Works Director
Date signed:

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

ATTEST:

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

Approved as to form:



Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Contractor shall deliver propane gas to the LaPorte Maintenance Yard located at 2020 Church Street, LaPorte, CA 95981

Delivery of propane gas will be delivered in amounts to keep the County's tank on a "keep full" basis. Tank size for LaPorte is 1,000 gallons.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

1. The price shall be the Contractor's rack price on date of filling, plus
 - a. All applicable taxes, fees, duties, or other charges levied or imposed, whether directly or indirectly, on fuel furnished to the County, and
 - b. All delivery charges, fees, and related costs incurred by the Contractor in delivering fuel to the County.
2. Payment under this contract shall not exceed Fifteen Thousand dollars and no cents (\$15,000.00).
3. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by the Contractor under this Agreement which have been completed to the County's sole satisfaction.



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Joshua Mizrahi, Human Resources Director
MEETING DATE: January 6, 2026
SUBJECT: Adopt **RESOLUTION** to adopt Plumas County Pay Schedule; (General Fund impact) as approved in FY 25/26 adopted budget; approved as to form by County Counsel.

Recommendation:

Adopt **RESOLUTION** to adopt Plumas County Pay Schedule; (General Fund impact) as approved in FY 25/26 adopted budget; approved as to form by County Counsel.

Background and Discussion:

Plumas County's Pay Schedule reflects the new job classification wage range for the County Administrative Officer approved by the Board of Supervisors on December 16, 2025, per Resolution 2025-9094. The updated wage is effective December 16, 2025, and has General Fund impact.

Action:

Adopt **RESOLUTION** to adopt Plumas County Pay Schedule; (General Fund impact) as approved in FY 25/26 adopted budget; approved as to form by County Counsel.

Fiscal Impact:

General Fund impact

Attachments:

1. 7341 FINAL for 01-06-2026

RESOLUTION TO ADOPT PLUMAS COUNTY'S PAY SCHEDULE

WHEREAS, Plumas County (County) is contracted with CalPERS and therefore it is the County's responsibility to comply with all terms and conditions set forth in the County's contract with CalPERS and to ensure all reportable information is compliant with the Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR), and

WHEREAS, Plumas County is aware that publicly available Pay Schedules are required by CalPERS and are a critical component to verify all members' pay rates when calculating members' retirement benefits, and

WHEREAS, Subdivision (a) of CCR section 570.5 defines the requirements for a publicly available Pay Schedule used to determine pay rates and the proposed Pay Schedule meets those requirements, and

WHEREAS, this Pay Schedule reflects the new job classification wage range for the Chief Administrative Officer approved by the Board of Supervisors on December 16, 2025, per Resolution 2025-9094. The updated wage is effective December 16, 2025, and has General Fund impact, and

WHEREAS, Human Resources is requesting the adoption of the revised Pay Schedule for Fiscal Year 2025/2026.

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

Approve this Resolution to adopt Plumas County's revised Pay Schedule attached as Exhibit A.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6th day of January 2026 by the following vote:

AYES:

NOES:


ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to form:



Sara James, Attorney
County Counsel's Office

**County of Plumas
Pay Schedule**

EXHIBIT A

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

CONFIDENTIAL EMPLOYEE UNIT

| Job Title | HOURLY RATE | | | | | | | | | | | |
|--|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
| ACCOUNTANT | \$23.29 | \$24.45 | \$25.69 | \$26.97 | \$28.33 | \$29.76 | \$31.25 | \$32.81 | \$34.46 | \$36.19 | \$38.00 | \$39.90 |
| ACCOUNTANT AUDITOR 1 | \$26.32 | \$27.64 | \$29.03 | \$30.49 | \$32.02 | \$33.62 | \$35.30 | \$37.08 | \$38.92 | \$40.89 | \$42.93 | \$45.08 |
| ACCOUNTANT AUDITOR 2 | \$29.01 | \$30.46 | \$32.00 | \$33.59 | \$35.28 | \$37.06 | \$38.90 | \$40.84 | \$42.91 | \$45.05 | \$47.30 | \$49.67 |
| ASSISTANT AUDITOR/CONTROLLER | \$33.56 | \$35.23 | \$37.00 | \$38.86 | \$40.81 | \$42.88 | \$45.01 | \$47.27 | \$49.63 | \$52.12 | \$54.73 | \$57.47 |
| ASST RISK MGR/OCC SAFETY & HEALTH SPEC | \$31.41 | \$32.98 | \$34.62 | \$36.36 | \$38.19 | \$40.10 | \$42.11 | \$44.23 | \$46.42 | \$48.75 | \$51.19 | \$53.75 |
| CHIEF DEPUTY AUDITOR | \$32.01 | \$33.61 | \$35.29 | \$37.07 | \$38.91 | \$40.88 | \$42.93 | \$45.07 | \$47.34 | \$49.72 | \$52.21 | \$54.82 |
| CLERK OF THE BOARD | \$30.83 | \$32.38 | \$34.00 | \$35.70 | \$37.48 | \$39.36 | \$41.33 | \$43.40 | \$45.56 | \$47.85 | \$50.24 | \$52.75 |
| DEPUTY COUNTY COUNSEL 1 | \$42.06 | \$44.17 | \$46.39 | \$48.72 | \$51.15 | \$53.70 | \$56.40 | \$59.21 | \$62.17 | \$65.29 | \$68.55 | \$71.98 |
| DEPUTY COUNTY COUNSEL 2 | \$46.89 | \$49.24 | \$51.70 | \$54.29 | \$57.00 | \$59.85 | \$62.84 | \$65.99 | \$69.29 | \$72.74 | \$76.38 | \$80.20 |
| DEPUTY COUNTY COUNSEL 3 | \$52.75 | \$55.39 | \$58.16 | \$61.06 | \$64.12 | \$67.32 | \$70.70 | \$74.23 | \$77.94 | \$81.83 | \$85.92 | \$90.22 |
| FISCAL SUPPORT COORDINATOR | \$21.93 | \$23.05 | \$24.19 | \$25.41 | \$26.70 | \$28.03 | \$29.44 | \$30.93 | \$32.48 | \$34.10 | \$35.81 | \$37.60 |
| HELP DESK SPECIALIST | \$24.00 | \$25.21 | \$26.48 | \$27.81 | \$29.21 | \$30.67 | \$32.21 | \$33.83 | \$35.52 | \$37.30 | \$39.17 | \$41.13 |
| HR PAYROLL SPECIALIST 1 | \$25.39 | \$26.66 | \$28.02 | \$29.41 | \$30.90 | \$32.45 | \$34.06 | \$35.78 | \$37.58 | \$39.47 | \$41.44 | \$43.51 |
| HR PAYROLL SPECIALIST 2 | \$28.00 | \$29.40 | \$30.89 | \$32.44 | \$34.05 | \$35.77 | \$37.57 | \$39.46 | \$41.43 | \$43.52 | \$45.70 | \$47.99 |
| HUMAN RESOURCES ANALYST 1 | \$26.31 | \$27.63 | \$29.02 | \$30.48 | \$32.01 | \$33.61 | \$35.29 | \$37.07 | \$38.91 | \$40.88 | \$42.92 | \$45.07 |
| HUMAN RESOURCES ANALYST 2 | \$29.01 | \$30.46 | \$32.00 | \$33.59 | \$35.28 | \$37.06 | \$38.90 | \$40.84 | \$42.91 | \$45.05 | \$47.30 | \$49.67 |
| HUMAN RESOURCES TECHNICIAN 1 | \$20.39 | \$21.42 | \$22.50 | \$23.62 | \$24.81 | \$26.04 | \$27.35 | \$28.73 | \$30.16 | \$31.67 | \$33.25 | \$34.91 |
| HUMAN RESOURCES TECHNICIAN 2 | \$22.50 | \$23.62 | \$24.82 | \$26.06 | \$27.38 | \$28.73 | \$30.17 | \$31.68 | \$33.27 | \$34.92 | \$36.67 | \$38.51 |
| HUMAN RESOURCES TECHNICIAN 3 | \$23.86 | \$25.05 | \$26.30 | \$27.62 | \$29.01 | \$30.46 | \$32.00 | \$33.59 | \$35.28 | \$37.06 | \$38.91 | \$40.86 |
| LEAD FISCAL & TECH SERV ASST | \$19.45 | \$20.43 | \$21.45 | \$22.53 | \$23.67 | \$24.85 | \$26.09 | \$27.40 | \$28.78 | \$30.23 | \$31.74 | \$33.33 |
| MANAGEMENT ANALYST 1 | \$26.31 | \$27.63 | \$29.02 | \$30.48 | \$32.01 | \$33.61 | \$35.29 | \$37.07 | \$38.91 | \$40.88 | \$42.92 | \$45.07 |
| MANAGEMENT ANALYST 2 | \$29.01 | \$30.46 | \$32.00 | \$33.59 | \$35.28 | \$37.06 | \$38.90 | \$40.84 | \$42.91 | \$45.05 | \$47.30 | \$49.67 |
| NETWORK/EDR ADMINISTRATOR | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.20 | \$43.26 | \$45.42 | \$47.69 | \$50.07 | \$52.57 | \$55.20 |
| OFFICE OF EMERGENCY SERVICES-OES MGR. | \$32.07 | \$33.67 | \$35.35 | \$37.13 | \$39.00 | \$40.95 | \$43.00 | \$45.14 | \$47.41 | \$49.79 | \$52.28 | \$54.89 |
| PARALEGAL 1 | \$25.39 | \$26.66 | \$28.02 | \$29.41 | \$30.90 | \$32.45 | \$34.06 | \$35.78 | \$37.58 | \$39.47 | \$41.44 | \$43.51 |
| PARALEGAL 2 | \$28.00 | \$29.40 | \$30.89 | \$32.44 | \$34.05 | \$35.77 | \$37.57 | \$39.46 | \$41.43 | \$43.52 | \$45.70 | \$47.99 |
| PARALEGAL 3 | \$32.09 | \$33.70 | \$35.39 | \$37.17 | \$39.04 | \$41.00 | \$43.05 | \$45.22 | \$47.48 | \$49.86 | \$52.35 | \$54.97 |
| PAYROLL SPECIALIST 1 | \$25.39 | \$26.66 | \$28.02 | \$29.41 | \$30.90 | \$32.45 | \$34.06 | \$35.78 | \$37.58 | \$39.47 | \$41.44 | \$43.51 |
| PAYROLL SPECIALIST 2 | \$28.00 | \$29.40 | \$30.89 | \$32.44 | \$34.05 | \$35.77 | \$37.57 | \$39.46 | \$41.43 | \$43.52 | \$45.70 | \$47.99 |
| SAAS SYSTEMS ADMINISTRATOR | \$34.73 | \$36.47 | \$38.29 | \$40.22 | \$42.23 | \$44.34 | \$46.56 | \$48.90 | \$51.34 | \$53.90 | \$56.60 | \$59.43 |
| SYSTEMS ANALYST 1 | \$30.49 | \$32.02 | \$33.62 | \$35.30 | \$37.08 | \$38.92 | \$40.89 | \$42.96 | \$45.09 | \$47.37 | \$49.74 | \$52.23 |
| SYSTEMS ANALYST 2 | \$33.56 | \$35.23 | \$37.00 | \$38.86 | \$40.81 | \$42.88 | \$45.01 | \$47.27 | \$49.63 | \$52.12 | \$54.73 | \$57.47 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

CONTRACT EMPLOYEES

| Job Title | HOURLY RATE | | | | | | | | | |
|-------------------------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
| AIRPORT MANAGER | \$22.03 | \$23.14 | \$24.29 | \$25.51 | \$26.78 | \$28.12 | \$29.53 | \$31.00 | \$32.55 | \$34.18 |
| ASSISTANT COUNTY COUNSEL | \$55.44 | \$58.21 | \$61.12 | \$64.18 | \$67.39 | \$70.76 | \$74.29 | \$78.01 | \$81.91 | \$86.01 |
| BH DEPUTY DIRECTOR | \$45.00 | \$47.25 | \$49.62 | \$52.11 | \$54.72 | \$57.46 | \$60.34 | \$63.36 | \$66.53 | \$69.86 |
| DISASTER RECOVERY COORDINATOR | \$35.00 | \$36.77 | \$38.60 | \$40.54 | \$42.57 | \$44.70 | \$46.93 | \$49.28 | \$51.74 | \$54.33 |
| GRANT MANAGER | \$35.00 | \$36.77 | \$38.60 | \$40.54 | \$42.57 | \$44.70 | \$46.93 | \$49.28 | \$51.74 | \$54.33 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

DEPARTMENT HEADS

| Job Title | HOURLY RATE | | | | | | | | | |
|--|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
| AG COMM/SEALER OF WTS & MEAS | \$48.00 | \$50.40 | \$52.92 | \$55.57 | \$58.34 | \$61.26 | \$64.32 | \$67.54 | \$70.92 | \$74.46 |
| ALCOHOL & DRUG ADMINISTRATOR | \$36.06 | \$37.87 | \$39.77 | \$41.76 | \$43.85 | \$46.05 | \$48.36 | \$50.78 | \$53.32 | \$55.99 |
| BEHAVIORAL HEALTH DIRECTOR | \$58.00 | \$60.90 | \$63.95 | \$67.14 | \$70.50 | \$74.02 | \$77.73 | \$81.61 | \$85.69 | \$89.98 |
| CHIEF PROBATION OFFICER | \$45.00 | \$47.25 | \$49.61 | \$52.09 | \$54.70 | \$57.43 | \$60.30 | \$63.32 | \$66.49 | \$69.81 |
| COUNTY ADMINISTRATIVE OFFICER | \$100.15 | \$105.16 | \$110.42 | \$115.94 | \$121.73 | \$127.82 | \$134.21 | \$140.92 | \$147.97 | \$155.37 |
| COUNTY COUNSEL | \$70.71 | \$74.25 | \$77.96 | \$81.86 | \$85.95 | \$90.25 | \$94.76 | \$99.50 | \$104.47 | \$109.69 |
| COUNTY FAIR MANAGER | \$42.00 | \$44.10 | \$46.31 | \$48.62 | \$51.05 | \$53.60 | \$56.28 | \$59.10 | \$62.05 | \$65.16 |
| COUNTY LIBRARIAN | \$38.00 | \$39.90 | \$41.90 | \$43.99 | \$46.19 | \$48.50 | \$50.92 | \$53.47 | \$56.14 | \$58.95 |
| DIRECTOR OF BUILDING SERVICES | \$47.00 | \$49.35 | \$51.82 | \$54.41 | \$57.13 | \$59.99 | \$62.98 | \$66.13 | \$69.44 | \$72.91 |
| DIRECTOR OF CHILD SUPPORT SVCS | \$42.00 | \$44.10 | \$46.31 | \$48.62 | \$51.05 | \$53.60 | \$56.28 | \$59.10 | \$62.05 | \$65.16 |
| DIRECTOR OF FACILITY SERVICES | \$40.00 | \$42.00 | \$44.10 | \$46.31 | \$48.62 | \$51.05 | \$53.60 | \$56.28 | \$59.10 | \$62.05 |
| DIRECTOR OF INFO TECHNOLOGIES | \$48.00 | \$50.40 | \$52.92 | \$55.57 | \$58.34 | \$61.26 | \$64.32 | \$67.54 | \$70.92 | \$74.46 |
| DIRECTOR OF PUBLIC HEALTH | \$58.00 | \$60.90 | \$63.95 | \$67.14 | \$70.50 | \$74.02 | \$77.73 | \$81.61 | \$85.69 | \$89.98 |
| DIRECTOR OF PUBLIC WORKS | \$55.00 | \$57.75 | \$60.64 | \$63.67 | \$66.85 | \$70.20 | \$73.71 | \$77.39 | \$81.26 | \$85.32 |
| DIRECTOR OF RISK MANAGEMENT AND SAFETY | \$45.00 | \$47.25 | \$49.61 | \$52.09 | \$54.70 | \$57.43 | \$60.30 | \$63.32 | \$66.49 | \$69.81 |
| ENVIRONMENTAL HEALTH DIRECTOR | \$48.00 | \$50.40 | \$52.92 | \$55.57 | \$58.34 | \$61.26 | \$64.32 | \$67.54 | \$70.92 | \$74.46 |
| HUMAN RESOURCES DIRECTOR | \$50.00 | \$52.50 | \$55.13 | \$57.88 | \$60.78 | \$63.81 | \$67.00 | \$70.36 | \$73.87 | \$77.57 |
| MUSEUM DIRECTOR | \$30.00 | \$31.50 | \$33.08 | \$34.73 | \$36.47 | \$38.29 | \$40.20 | \$42.21 | \$44.32 | \$46.54 |
| PLANNING DIRECTOR | \$55.38 | \$58.15 | \$61.06 | \$64.11 | \$67.31 | \$70.68 | \$74.21 | \$77.93 | \$81.82 | \$85.91 |
| SOCIAL SERV DIR/PUB GUARD/PC | \$58.00 | \$60.90 | \$63.95 | \$67.14 | \$70.50 | \$74.02 | \$77.73 | \$81.61 | \$85.69 | \$89.98 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

ELECTED OFFICIALS

| Job Title | HOURLY RATE | | | | | | | | | |
|--|-------------|--------|--------|--------|--------|---------|---------|----------|----------|----------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
| ASSESSOR | \$47.31 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$49.68 | \$52.16 | \$54.77 | \$57.51 | \$60.38 |
| AUDITOR/CONTROLLER | \$48.84 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$51.29 | \$53.85 | \$56.55 | \$59.37 | \$62.36 |
| BOARD OF SUPERVISORS-CPI 2014 | \$22.08 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$23.19 | \$24.35 | \$25.56 | \$26.84 | \$28.19 |
| BOARD OF SUPERVISORS-CPI 2018 | \$24.29 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$25.51 | \$26.78 | \$28.12 | \$29.53 | \$31.00 |
| BOARD OF SUPERVISORS-NON PERS-CPI 2022 | \$30.36 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$31.87 | \$33.47 | \$35.14 | \$36.90 | \$38.74 |
| BOARD OF SUPERVISORS-PERSABLE-CPI 2022 | \$28.38 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$29.80 | \$31.29 | \$32.85 | \$34.50 | \$36.22 |
| BOARD OF SUPERVISORS-NON PERS-CPI 2023 | \$31.62 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$33.20 | \$34.86 | \$36.60 | \$38.43 | \$40.35 |
| BOARD OF SUPERVISORS-PERSABLE-CPI 2023 | \$29.56 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$31.04 | \$32.59 | \$34.22 | \$35.93 | \$37.73 |
| BOARD OF SUPERVISORS-NON PERS-CPI 2024 | \$32.83 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$34.48 | \$36.20 | \$38.01 | \$39.91 | \$41.90 |
| BOARD OF SUPERVISORS-PERSABLE-CPI 2024 | \$30.70 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$32.23 | \$33.84 | \$35.53 | \$37.31 | \$39.18 |
| BOARD OF SUPERVISORS-NON PERS-CPI 2025 | \$33.73 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$35.41 | \$37.18 | \$39.04 | \$40.99 | \$43.04 |
| BOARD OF SUPERVISORS-PERSABLE-CPI 2025 | \$31.53 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$33.11 | \$34.76 | \$36.50 | \$38.32 | \$40.24 |
| CLERK-RECORDER ** | \$47.31 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$49.68 | \$52.16 | \$54.77 | \$57.51 | \$60.38 |
| DISTRICT ATTORNEY | \$86.84 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$91.18 | \$95.74 | \$100.52 | \$105.54 | \$110.84 |
| SHERIFF/CORONER | \$60.23 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$63.25 | \$66.41 | \$69.73 | \$73.20 | \$76.87 |
| TREASURER/TAX COLLECTOR ** | \$47.31 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$49.68 | \$52.16 | \$54.77 | \$57.51 | \$60.38 |

**** Stipends adopted by Ordinance #07-1059 on 09/02/2007, revised as of 06/29/2025 per Ordinance #22-1142 adopted 03/01/2022**

| | | | | | | | | | | |
|-------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| CLERK-RECORDER | \$4.38 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4.60 | \$4.83 | \$5.07 | \$5.33 | \$5.59 |
| TREASURER/TAX COLLECTOR | \$5.30 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5.57 | \$5.85 | \$6.14 | \$6.45 | \$6.77 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

OE3 PUBLIC WORKS

| Job Title | HOURLY RATE | | | | | | | | | | | |
|---------------------------------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
| ASSISTANT ENGINEER | \$35.13 | \$36.89 | \$38.73 | \$40.68 | \$42.72 | \$44.87 | \$47.11 | \$49.49 | \$51.95 | \$54.56 | \$57.30 | \$60.17 |
| ASSOCIATE ENGINEER | \$35.74 | \$37.51 | \$39.40 | \$41.38 | \$43.45 | \$45.63 | \$47.92 | \$50.34 | \$52.84 | \$55.51 | \$58.28 | \$61.19 |
| ENGINEERING AIDE | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.59 | \$33.17 | \$34.83 |
| ENGINEERING TECHNICIAN 1 | \$24.68 | \$25.93 | \$27.25 | \$28.60 | \$30.04 | \$31.55 | \$33.14 | \$34.79 | \$36.54 | \$38.38 | \$40.30 | \$42.32 |
| ENGINEERING TECHNICIAN 2 | \$26.69 | \$28.01 | \$29.44 | \$30.92 | \$32.46 | \$34.09 | \$35.81 | \$37.60 | \$39.48 | \$41.48 | \$43.56 | \$45.74 |
| EQUIPMENT SERVICE WORKER | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.59 | \$33.17 | \$34.83 |
| FISCAL/TECHNICAL SERVICES ASSISTANT 1 | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.59 | \$33.17 | \$34.83 |
| FISCAL/TECHNICAL SERVICES ASSISTANT 2 | \$21.38 | \$22.45 | \$23.57 | \$24.75 | \$25.98 | \$27.30 | \$28.67 | \$30.12 | \$31.60 | \$33.19 | \$34.85 | \$36.59 |
| FISCAL/TECHNICAL SERVICES ASSISTANT 3 | \$23.57 | \$24.75 | \$25.98 | \$27.30 | \$28.67 | \$30.12 | \$31.60 | \$33.19 | \$34.85 | \$36.60 | \$38.43 | \$40.35 |
| LEAD POWER EQUIPMENT MECHANIC | \$27.74 | \$29.15 | \$30.62 | \$32.15 | \$33.78 | \$35.45 | \$37.25 | \$39.13 | \$41.09 | \$43.15 | \$45.31 | \$47.58 |
| MANAGEMENT ANALYST 1 | \$26.74 | \$28.06 | \$29.49 | \$30.95 | \$32.51 | \$34.13 | \$35.86 | \$37.64 | \$39.53 | \$41.51 | \$43.59 | \$45.77 |
| MANAGEMENT ANALYST 2 | \$29.73 | \$31.22 | \$32.78 | \$34.42 | \$36.14 | \$37.97 | \$39.88 | \$41.87 | \$43.96 | \$46.16 | \$48.47 | \$50.90 |
| MECHANIC/SHOP TECHNICIAN | \$25.15 | \$26.41 | \$27.73 | \$29.14 | \$30.60 | \$32.13 | \$33.77 | \$35.44 | \$37.22 | \$39.09 | \$41.04 | \$43.10 |
| POWER EQUIPMENT MECHANIC 1 | \$23.27 | \$24.43 | \$25.66 | \$26.95 | \$28.30 | \$29.73 | \$31.23 | \$32.79 | \$34.44 | \$36.16 | \$37.97 | \$39.86 |
| POWER EQUIPMENT MECHANIC 2 | \$25.15 | \$26.41 | \$27.73 | \$29.14 | \$30.60 | \$32.13 | \$33.77 | \$35.44 | \$37.22 | \$39.09 | \$41.04 | \$43.10 |
| PRINCIPAL TRANSPORTATION PLANNER | \$41.37 | \$43.44 | \$45.62 | \$47.91 | \$50.33 | \$52.83 | \$55.50 | \$58.27 | \$61.19 | \$64.25 | \$67.45 | \$70.83 |
| PUBLIC WORKS MAINTENANCE LEADWORKER | \$24.75 | \$25.98 | \$27.30 | \$28.67 | \$30.12 | \$31.60 | \$33.19 | \$34.85 | \$36.60 | \$38.41 | \$40.34 | \$42.36 |
| PUBLIC WORKS MAINTENANCE WORKER 1 | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.59 | \$33.17 | \$34.83 |
| PUBLIC WORKS MAINTENANCE WORKER 2 | \$21.38 | \$22.45 | \$23.57 | \$24.75 | \$25.98 | \$27.30 | \$28.67 | \$30.12 | \$31.60 | \$33.19 | \$34.85 | \$36.59 |
| PUBLIC WORKS MAINTENANCE WORKER 3 | \$23.57 | \$24.75 | \$25.98 | \$27.30 | \$28.67 | \$30.12 | \$31.60 | \$33.19 | \$34.85 | \$36.60 | \$38.43 | \$40.35 |
| PUBLIC WORKS SENIOR ENV. PLANNER | \$35.74 | \$37.51 | \$39.40 | \$41.38 | \$43.45 | \$45.63 | \$47.92 | \$50.34 | \$52.84 | \$55.51 | \$58.28 | \$61.19 |
| SENIOR ENGINEERING TECHNICIAN | \$29.40 | \$30.87 | \$32.44 | \$34.06 | \$35.76 | \$37.54 | \$39.45 | \$41.42 | \$43.49 | \$45.66 | \$47.95 | \$50.35 |
| SOLID WASTE PROGRAM MANAGER | \$32.43 | \$34.05 | \$35.75 | \$37.53 | \$39.41 | \$41.38 | \$43.45 | \$45.63 | \$47.92 | \$50.33 | \$52.83 | \$55.48 |
| TRANSPORTATION PLANNER | \$35.13 | \$36.89 | \$38.73 | \$40.68 | \$42.72 | \$44.87 | \$47.11 | \$49.49 | \$51.95 | \$54.56 | \$57.30 | \$60.17 |
| WELDER | \$24.42 | \$25.65 | \$26.93 | \$28.28 | \$29.72 | \$31.22 | \$32.77 | \$34.43 | \$36.15 | \$37.98 | \$39.88 | \$41.88 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

OE3 PUBLIC WORKS MID-MGMT

| Job Title | HOURLY RATE | | | | | | | | | | | |
|--|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
| ASSISTANT DIRECTOR OF PUBLIC WORKS | \$43.43 | \$45.61 | \$47.89 | \$50.31 | \$52.82 | \$55.48 | \$58.26 | \$61.18 | \$64.22 | \$67.45 | \$70.83 | \$74.37 |
| DEPUTY DIRECTOR OF PUBLIC WORKS | \$43.43 | \$45.61 | \$47.89 | \$50.31 | \$52.82 | \$55.48 | \$58.26 | \$61.18 | \$64.22 | \$67.45 | \$70.83 | \$74.37 |
| EQUIPMENT MAINTENANCE SUPERVISOR | \$32.43 | \$34.05 | \$35.75 | \$37.53 | \$39.41 | \$41.38 | \$43.45 | \$45.63 | \$47.92 | \$50.33 | \$52.83 | \$55.48 |
| PUBLIC WORKS ADMIN SERVICES OFFICER | \$42.33 | \$44.44 | \$46.66 | \$49.01 | \$51.47 | \$54.04 | \$56.75 | \$59.60 | \$62.60 | \$65.74 | \$69.03 | \$72.48 |
| PW FISCAL OFFICER/ADMIN SERVICES MANAGER | \$37.31 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.67 | \$50.07 | \$52.57 | \$55.20 | \$57.97 | \$60.87 | \$63.92 |
| PW ROAD MAINTENANCE SUPERVISOR | \$28.66 | \$30.10 | \$31.59 | \$33.20 | \$34.87 | \$36.61 | \$38.46 | \$40.38 | \$42.42 | \$44.53 | \$46.75 | \$49.10 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

OE3 GENERAL

| Job Title | HOURLY RATE | | | | | | | | | | | |
|-------------------------------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
| 4-H REPRESENTATIVE | \$20.59 | \$21.62 | \$22.69 | \$23.85 | \$25.04 | \$26.30 | \$27.63 | \$29.01 | \$30.47 | \$31.99 | \$33.59 | \$35.27 |
| ACCOUNTANT | \$21.65 | \$22.75 | \$23.89 | \$25.08 | \$26.36 | \$27.68 | \$29.07 | \$30.53 | \$32.05 | \$33.66 | \$35.34 | \$37.11 |
| ACCOUNTING TECHNICIAN | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 | \$36.36 |
| ADMINISTRATIVE ASSISTANT 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| ADMINISTRATIVE ASSISTANT 2 | \$19.93 | \$20.92 | \$21.97 | \$23.07 | \$24.23 | \$25.44 | \$26.73 | \$28.07 | \$29.49 | \$30.95 | \$32.50 | \$34.12 |
| AG & STANDARDS INSPECTOR 1 | \$24.27 | \$25.48 | \$26.76 | \$28.11 | \$29.51 | \$30.99 | \$32.54 | \$34.19 | \$35.89 | \$37.70 | \$39.59 | \$41.56 |
| AG & STANDARDS INSPECTOR 2 | \$28.22 | \$29.65 | \$31.12 | \$32.67 | \$34.32 | \$36.04 | \$37.85 | \$39.75 | \$41.75 | \$43.84 | \$46.03 | \$48.33 |
| AG & STANDARDS INSPECTOR 3 | \$31.13 | \$32.69 | \$34.34 | \$36.06 | \$37.86 | \$39.77 | \$41.76 | \$43.86 | \$46.05 | \$48.36 | \$50.78 | \$53.32 |
| AG & STANDARDS TECHNICIAN 1 | \$18.74 | \$19.69 | \$20.68 | \$21.73 | \$22.83 | \$23.96 | \$25.16 | \$26.42 | \$27.75 | \$29.14 | \$30.60 | \$32.13 |
| AG & STANDARDS TECHNICIAN 2 | \$20.57 | \$21.59 | \$22.68 | \$23.82 | \$25.02 | \$26.28 | \$27.60 | \$28.98 | \$30.44 | \$31.97 | \$33.57 | \$35.25 |
| AG & STANDARDS TECHNICIAN 3 | \$22.35 | \$23.47 | \$24.66 | \$25.89 | \$27.20 | \$28.57 | \$30.00 | \$31.50 | \$33.08 | \$34.75 | \$36.49 | \$38.31 |
| AG & STANDARDS MANAGEMENT ANALYST 1 | \$25.12 | \$26.39 | \$27.72 | \$29.11 | \$30.56 | \$32.09 | \$33.70 | \$35.39 | \$37.17 | \$39.04 | \$40.99 | \$43.04 |
| AG & STANDARDS MANAGEMENT ANALYST 2 | \$27.94 | \$29.34 | \$30.81 | \$32.36 | \$33.98 | \$35.70 | \$37.48 | \$39.36 | \$41.33 | \$43.40 | \$45.57 | \$47.85 |
| ALCOHOL & DRUG PREV COORD | \$21.81 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 |
| ALCOHOL & DRUG THERAPIST 1 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 | \$45.41 |
| ALCOHOL & DRUG THERAPIST 2 | \$29.23 | \$30.70 | \$32.23 | \$33.86 | \$35.55 | \$37.33 | \$39.20 | \$41.17 | \$43.23 | \$45.41 | \$47.67 | \$50.06 |
| ALTERNATIVE SENTENCING COORD | \$22.83 | \$23.96 | \$25.16 | \$26.42 | \$27.75 | \$29.14 | \$30.61 | \$32.13 | \$33.76 | \$35.44 | \$37.21 | \$39.07 |
| ANIMAL CONTROL OFFICER 1 | \$21.29 | \$22.34 | \$23.46 | \$24.64 | \$25.86 | \$27.16 | \$28.52 | \$29.94 | \$31.44 | \$33.01 | \$34.66 | \$36.39 |
| ANIMAL CONTROL OFFICER 2 | \$24.64 | \$25.86 | \$27.16 | \$28.52 | \$29.94 | \$31.44 | \$33.01 | \$34.66 | \$36.39 | \$38.23 | \$40.14 | \$42.15 |
| ANIMAL SHELTER ATTENDANT | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| APPRAISAL ASSISTANT | \$20.68 | \$21.73 | \$22.83 | \$23.96 | \$25.16 | \$26.42 | \$27.75 | \$29.14 | \$30.61 | \$32.13 | \$33.74 | \$35.42 |
| APPRAISER 1 | \$21.81 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 |
| APPRAISER 2 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 | \$39.24 | \$41.21 |
| APPRAISER 3 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 | \$45.41 |
| ASSISTANT COOK | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| ASSISTANT MUSEUM DIRECTOR | \$19.22 | \$20.17 | \$21.19 | \$22.26 | \$23.38 | \$24.54 | \$25.80 | \$27.08 | \$28.45 | \$29.87 | \$31.37 | \$32.96 |
| ASSISTANT PLANNER | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 | \$39.24 |
| ASSOCIATE PLANNER | \$27.84 | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 |
| AUDITOR ACCOUNTING CLERK 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| AUDITOR ACCOUNTING CLERK 2 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 | \$34.31 |
| AUDITOR ACCOUNTING TECH 1 | \$21.97 | \$23.07 | \$24.23 | \$25.44 | \$26.73 | \$28.07 | \$29.49 | \$30.95 | \$32.53 | \$34.16 | \$35.87 | \$37.66 |
| AUDITOR/APPRaiser 1 | \$20.68 | \$21.73 | \$22.83 | \$23.96 | \$25.16 | \$26.42 | \$27.75 | \$29.14 | \$30.61 | \$32.13 | \$33.74 | \$35.42 |
| AUDITOR/APPRaiser 2 | \$22.36 | \$23.50 | \$24.67 | \$25.91 | \$27.20 | \$28.58 | \$30.00 | \$31.50 | \$33.09 | \$34.75 | \$36.49 | \$38.31 |
| AUDITOR/APPRaiser 3 | \$24.66 | \$25.89 | \$27.19 | \$28.57 | \$29.99 | \$31.49 | \$33.08 | \$34.74 | \$36.48 | \$38.30 | \$40.22 | \$42.23 |
| BH ADMINISTRATIVE ASSISTANT 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| BH ADMINISTRATIVE ASSISTANT 2 | \$19.93 | \$20.92 | \$21.97 | \$23.07 | \$24.23 | \$25.44 | \$26.73 | \$28.07 | \$29.49 | \$30.95 | \$32.50 | \$34.12 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| BH CASE MGMT SPECIALIST 1 | \$24.37 | \$25.61 | \$26.87 | \$28.23 | \$29.65 | \$31.13 | \$32.69 | \$34.34 | \$36.06 | \$37.87 | \$39.76 | \$41.75 |
| BH CASE MGMT SPECIALIST 2 | \$26.86 | \$28.22 | \$29.62 | \$31.12 | \$32.68 | \$34.33 | \$36.04 | \$37.86 | \$39.77 | \$41.75 | \$43.84 | \$46.03 |
| BH CASE MGMT SPECIALIST SR | \$29.36 | \$30.86 | \$32.40 | \$34.01 | \$35.73 | \$37.51 | \$39.39 | \$41.37 | \$43.45 | \$45.62 | \$47.90 | \$50.30 |
| BH CLINICAL RECORDS SPECIALIST | \$21.24 | \$22.32 | \$23.44 | \$24.61 | \$25.85 | \$27.15 | \$28.51 | \$29.93 | \$31.44 | \$33.01 | \$34.66 | \$36.39 |
| BH QUALITY ASSURANCE COORD | \$32.49 | \$34.10 | \$35.82 | \$37.62 | \$39.50 | \$41.48 | \$43.56 | \$45.76 | \$48.04 | \$50.46 | \$52.98 | \$55.63 |
| BH SITE COORDINATOR | \$22.55 | \$23.69 | \$24.87 | \$26.13 | \$27.42 | \$28.81 | \$30.26 | \$31.76 | \$33.37 | \$35.04 | \$36.79 | \$38.63 |
| BH SUBSTANCE USE DISORDER COUNSELOR I | \$28.26 | \$29.68 | \$31.16 | \$32.73 | \$34.36 | \$36.09 | \$37.91 | \$39.81 | \$41.80 | \$43.89 | \$46.08 | \$48.39 |
| BH SUBSTANCE USE DISORDER COUNSELOR II | \$31.41 | \$32.98 | \$34.62 | \$36.36 | \$38.19 | \$40.10 | \$42.11 | \$44.23 | \$46.42 | \$48.75 | \$51.19 | \$53.75 |
| BH SUPERVISING SITE COORD | \$27.84 | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 |
| BH SUPPORT SERVICES COORD | \$20.17 | \$21.19 | \$22.26 | \$23.38 | \$24.54 | \$25.80 | \$27.08 | \$28.45 | \$29.87 | \$31.37 | \$32.96 | \$34.61 |
| BH SUPPORTIVE SERVICES TECH 1 | \$18.99 | \$19.93 | \$20.92 | \$21.97 | \$23.07 | \$24.23 | \$25.44 | \$26.73 | \$28.07 | \$29.49 | \$30.95 | \$32.50 |
| BH SUPPORTIVE SERVICES TECH 2 | \$19.93 | \$20.92 | \$21.97 | \$23.07 | \$24.23 | \$25.44 | \$26.73 | \$28.07 | \$29.49 | \$30.95 | \$32.50 | \$34.12 |
| BH SYSTEMS ANALYST | \$31.24 | \$32.82 | \$34.45 | \$36.19 | \$38.02 | \$39.92 | \$41.92 | \$44.02 | \$46.23 | \$48.55 | \$50.98 | \$53.53 |
| BH THERAPIST 1 | \$30.39 | \$31.91 | \$33.51 | \$35.20 | \$36.95 | \$38.81 | \$40.76 | \$42.80 | \$44.95 | \$47.21 | \$49.57 | \$52.05 |
| BH THERAPIST 2 | \$33.48 | \$35.18 | \$36.92 | \$38.79 | \$40.73 | \$42.77 | \$44.92 | \$47.18 | \$49.54 | \$52.03 | \$54.63 | \$57.36 |
| BH THERAPIST SENIOR | \$36.97 | \$38.83 | \$40.78 | \$42.82 | \$44.97 | \$47.23 | \$49.60 | \$52.09 | \$54.68 | \$57.43 | \$60.30 | \$63.32 |
| BLDG & GRNDS MAINT TECHNICIAN | \$23.82 | \$25.02 | \$26.28 | \$27.60 | \$28.98 | \$30.44 | \$31.97 | \$33.57 | \$35.25 | \$37.01 | \$38.86 | \$40.80 |
| BLDG & GRNDS MAINT WORKER 1 | \$18.66 | \$19.59 | \$20.57 | \$21.59 | \$22.68 | \$23.82 | \$25.02 | \$26.28 | \$27.60 | \$28.98 | \$30.44 | \$31.97 |
| BLDG & GRNDS MAINT WORKER 2 | \$19.59 | \$20.57 | \$21.59 | \$22.68 | \$23.82 | \$25.02 | \$26.28 | \$27.60 | \$28.98 | \$30.44 | \$31.97 | \$33.57 |
| BLDG & GRNDS MAINT WORKER 3 | \$22.68 | \$23.82 | \$25.02 | \$26.28 | \$27.60 | \$28.98 | \$30.44 | \$31.97 | \$33.57 | \$35.25 | \$37.01 | \$38.86 |
| BOOKMOBILE LIBRARY ASSISTANT | \$19.28 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 |
| BRANCH LIBRARY ASSISTANT 1 | \$19.28 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 |
| BRANCH LIBRARY ASSISTANT 2 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 |
| BUILDING INSPECTOR 1 | \$23.49 | \$24.66 | \$25.91 | \$27.21 | \$28.58 | \$30.03 | \$31.53 | \$33.10 | \$34.76 | \$36.51 | \$38.34 | \$40.25 |
| BUILDING INSPECTOR 2 | \$27.18 | \$28.56 | \$29.98 | \$31.48 | \$33.07 | \$34.73 | \$36.47 | \$38.29 | \$40.22 | \$42.23 | \$44.34 | \$46.56 |
| BUILDING PLANCHECK INSPECTOR | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 | \$50.03 |
| BUILDING PLANS EXAMINER 1 | \$27.84 | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 |
| BUILDING PLANS EXAMINER 2 | \$30.69 | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.66 | \$50.04 | \$52.55 |
| CADASTRAL DRAFTING SPECIALST | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 | \$45.41 |
| CHILD SUPPORT ACCOUNTING SPEC | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 | \$39.24 |
| CHILD SUPPORT ASSISTANT I | \$18.54 | \$19.47 | \$20.45 | \$21.47 | \$22.55 | \$23.67 | \$24.86 | \$26.12 | \$27.42 | \$28.79 | \$30.25 | \$31.77 |
| CHILD SUPPORT ASSISTANT II | \$20.45 | \$21.47 | \$22.55 | \$23.67 | \$24.86 | \$26.12 | \$27.42 | \$28.79 | \$30.25 | \$31.77 | \$33.36 | \$35.03 |
| CHILD SUPPORT ASSISTANT III | \$21.42 | \$22.50 | \$23.63 | \$24.80 | \$26.06 | \$27.37 | \$28.74 | \$30.18 | \$31.69 | \$33.28 | \$34.94 | \$36.69 |
| CHILD SUPPORT LEGAL CLERK I | \$19.20 | \$20.15 | \$21.16 | \$22.21 | \$23.33 | \$24.50 | \$25.72 | \$27.01 | \$28.36 | \$29.77 | \$31.26 | \$32.82 |
| CHILD SUPPORT LEGAL CLERK II | \$21.10 | \$22.14 | \$23.28 | \$24.43 | \$25.66 | \$26.94 | \$28.30 | \$29.71 | \$31.20 | \$32.76 | \$34.40 | \$36.12 |
| CHILD SUPPORT LEGAL CLERK III | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 | \$36.36 | \$38.18 |
| CHILD SUPPORT SPECIALIST 1 | \$21.48 | \$22.55 | \$23.69 | \$24.87 | \$26.13 | \$27.42 | \$28.81 | \$30.26 | \$31.76 | \$33.37 | \$35.04 | \$36.79 |
| CHILD SUPPORT SPECIALIST 2 | \$23.11 | \$24.27 | \$25.48 | \$26.76 | \$28.11 | \$29.51 | \$30.99 | \$32.54 | \$34.19 | \$35.89 | \$37.68 | \$39.57 |
| CHILD SUPPORT SPECIALIST 3 | \$25.06 | \$26.30 | \$27.62 | \$29.00 | \$30.46 | \$31.98 | \$33.58 | \$35.26 | \$37.02 | \$38.87 | \$40.81 | \$42.85 |
| CODE ENFORCEMENT OFFICER | \$29.50 | \$30.98 | \$32.53 | \$34.16 | \$35.88 | \$37.69 | \$39.57 | \$41.55 | \$43.62 | \$45.82 | \$48.11 | \$50.52 |
| COLLECTIONS OFFICER 1 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 | \$39.24 |
| COLLECTIONS OFFICER 2 | \$25.26 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 |
| COMMUNITY OUTREACH COORDINATOR | \$21.81 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 |
| CUSTODIAN | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| DA INVESTIGATIONS SPECIALIST | \$29.35 | \$30.84 | \$32.38 | \$34.00 | \$35.72 | \$37.50 | \$39.38 | \$41.36 | \$43.44 | \$45.61 | \$47.89 | \$50.29 |
| DA INVESTIGATIVE ASSISTANT | \$23.52 | \$24.70 | \$25.93 | \$27.23 | \$28.60 | \$30.05 | \$31.55 | \$33.14 | \$34.79 | \$36.53 | \$38.36 | \$40.27 |
| DEPUTY CHILD SUP ATTORNEY 1 | \$31.43 | \$33.00 | \$34.64 | \$36.39 | \$38.23 | \$40.15 | \$42.16 | \$44.28 | \$46.49 | \$48.82 | \$51.26 | \$53.82 |
| DEPUTY CHILD SUP ATTORNEY 2 | \$34.67 | \$36.41 | \$38.25 | \$40.17 | \$42.19 | \$44.30 | \$46.51 | \$48.84 | \$51.29 | \$53.87 | \$56.56 | \$59.39 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| DEPUTY CLERK-RECORDER 1 | \$18.92 | \$19.88 | \$20.88 | \$21.93 | \$23.05 | \$24.21 | \$25.43 | \$26.70 | \$28.04 | \$29.45 | \$30.92 | \$32.47 |
| DEPUTY CLERK-RECORDER 2 | \$21.79 | \$22.88 | \$24.04 | \$25.23 | \$26.49 | \$27.83 | \$29.22 | \$30.70 | \$32.22 | \$33.85 | \$35.54 | \$37.32 |
| DEPUTY DISTRICT ATTORNEY 1 | \$41.02 | \$43.08 | \$45.23 | \$47.49 | \$49.86 | \$52.35 | \$54.97 | \$57.72 | \$60.61 | \$63.64 | \$66.82 | \$70.16 |
| DEPUTY DISTRICT ATTORNEY 2 | \$45.66 | \$47.95 | \$50.34 | \$52.86 | \$55.51 | \$58.28 | \$61.19 | \$64.25 | \$67.46 | \$70.84 | \$74.38 | \$78.10 |
| DEPUTY DISTRICT ATTORNEY 3 | \$50.84 | \$53.38 | \$56.05 | \$58.85 | \$61.80 | \$64.89 | \$68.13 | \$71.53 | \$75.12 | \$78.87 | \$82.81 | \$86.95 |
| DEPUTY PUB GUARD/CONSERVATOR 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| DEPUTY PUB GUARD/CONSERVATOR 2 | \$19.93 | \$20.92 | \$21.97 | \$23.07 | \$24.23 | \$25.44 | \$26.73 | \$28.07 | \$29.49 | \$30.95 | \$32.50 | \$34.12 |
| DISTRICT ATTORNEY INVESTIGATOR | \$27.19 | \$28.56 | \$29.99 | \$31.49 | \$33.07 | \$34.74 | \$36.48 | \$38.30 | \$40.23 | \$42.24 | \$44.35 | \$46.57 |
| DRINKING DRIVER COORDINATOR | \$21.81 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 |
| DRIVER 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| DRIVER 2 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 |
| DRIVER 3 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 | \$34.31 |
| ELECTIONS COORDINATOR | \$28.78 | \$30.24 | \$31.74 | \$33.35 | \$35.02 | \$36.78 | \$38.64 | \$40.58 | \$42.61 | \$44.76 | \$47.00 | \$49.35 |
| ELECTIONS SERVICES ASSISTANT 1 | \$18.92 | \$19.88 | \$20.88 | \$21.93 | \$23.05 | \$24.21 | \$25.43 | \$26.70 | \$28.04 | \$29.45 | \$30.92 | \$32.47 |
| ELECTIONS SERVICES ASSISTANT 2 | \$21.79 | \$22.88 | \$24.04 | \$25.23 | \$26.49 | \$27.83 | \$29.22 | \$30.70 | \$32.22 | \$33.85 | \$35.54 | \$37.32 |
| ELECTIONS SPECIALIST | \$25.23 | \$26.49 | \$27.83 | \$29.22 | \$30.70 | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.15 | \$43.21 |
| ELIGIBILITY SPECIALIST 1 | \$18.66 | \$19.59 | \$20.57 | \$21.59 | \$22.68 | \$23.82 | \$25.02 | \$26.28 | \$27.60 | \$28.98 | \$30.44 | \$31.97 |
| ELIGIBILITY SPECIALIST 2 | \$20.57 | \$21.59 | \$22.68 | \$23.82 | \$25.02 | \$26.28 | \$27.60 | \$28.98 | \$30.44 | \$31.97 | \$33.57 | \$35.25 |
| ELIGIBILITY SPECIALIST 3 | \$22.68 | \$23.82 | \$25.02 | \$26.28 | \$27.60 | \$28.98 | \$30.44 | \$31.97 | \$33.57 | \$35.25 | \$37.01 | \$38.86 |
| EMPLOYMENT & TRAINING WORKER 1 | \$21.12 | \$22.17 | \$23.30 | \$24.45 | \$25.69 | \$26.96 | \$28.33 | \$29.73 | \$31.23 | \$32.80 | \$34.44 | \$36.16 |
| EMPLOYMENT & TRAINING WORKER 2 | \$23.28 | \$24.43 | \$25.66 | \$26.94 | \$28.30 | \$29.71 | \$31.21 | \$32.78 | \$34.41 | \$36.15 | \$37.96 | \$39.86 |
| EMPLOYMENT & TRAINING WORKER 3 | \$25.65 | \$26.93 | \$28.29 | \$29.70 | \$31.20 | \$32.77 | \$34.40 | \$36.14 | \$37.94 | \$39.84 | \$41.83 | \$43.92 |
| ENVIRONMENTAL HEALTH AIDE | \$20.17 | \$21.19 | \$22.26 | \$23.38 | \$24.54 | \$25.80 | \$27.08 | \$28.45 | \$29.87 | \$31.37 | \$32.96 | \$34.61 |
| ENVIRONMENTAL HEALTH SPEC 1 | \$28.36 | \$29.78 | \$31.27 | \$32.86 | \$34.49 | \$36.22 | \$38.05 | \$39.96 | \$41.95 | \$44.06 | \$46.26 | \$48.58 |
| ENVIRONMENTAL HEALTH SPEC 2 | \$31.28 | \$32.87 | \$34.51 | \$36.23 | \$38.06 | \$39.97 | \$41.97 | \$44.07 | \$46.28 | \$48.60 | \$51.03 | \$53.58 |
| ENVIRONMENTAL HEALTH SPEC 3 | \$34.42 | \$36.16 | \$37.96 | \$39.88 | \$41.87 | \$43.97 | \$46.19 | \$48.50 | \$50.93 | \$53.47 | \$56.14 | \$58.95 |
| ENVIRONMENTAL HEALTH TECH 1 | \$20.17 | \$21.19 | \$22.26 | \$23.38 | \$24.54 | \$25.80 | \$27.08 | \$28.45 | \$29.87 | \$31.37 | \$32.96 | \$34.61 |
| ENVIRONMENTAL HEALTH TECH 2 | \$21.81 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 |
| EPIDEMIOLOGIST | \$40.81 | \$42.86 | \$45.00 | \$47.25 | \$49.60 | \$52.09 | \$54.68 | \$57.43 | \$60.30 | \$63.33 | \$66.50 | \$69.82 |
| EXECUTIVE ASSISTANT-PLANNING | \$19.22 | \$20.17 | \$21.19 | \$22.26 | \$23.38 | \$24.54 | \$25.80 | \$27.08 | \$28.45 | \$29.87 | \$31.37 | \$32.96 |
| FAIR FISCAL COORDINATOR 1 | \$25.26 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 |
| FAIR FISCAL COORDINATOR 2 | \$27.84 | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 |
| FAMILY VIOLENCE OFFICER | \$21.82 | \$22.92 | \$24.07 | \$25.28 | \$26.55 | \$27.88 | \$29.28 | \$30.75 | \$32.29 | \$33.91 | \$35.61 | \$37.39 |
| FIELD SERVICES ASSISTANT | \$18.30 | \$19.23 | \$20.20 | \$21.22 | \$22.30 | \$23.41 | \$24.57 | \$25.83 | \$27.13 | \$28.49 | \$29.91 | \$31.41 |
| FISCAL & TECH SERVICES ASST 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| FISCAL & TECH SERVICES ASST 2 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 |
| FISCAL & TECH SERVICES ASST 3 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 | \$34.31 | \$36.03 |
| GEO INFO SYS (GIS) PLANNER 1 | \$25.88 | \$27.18 | \$28.56 | \$29.98 | \$31.48 | \$33.07 | \$34.73 | \$36.47 | \$38.29 | \$40.22 | \$42.23 | \$44.34 |
| GEO INFO SYS (GIS) PLANNER 2 | \$27.84 | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 |
| HAZ MAT SPECIALIST 1 | \$28.36 | \$29.78 | \$31.27 | \$32.86 | \$34.49 | \$36.22 | \$38.05 | \$39.96 | \$41.95 | \$44.06 | \$46.26 | \$48.58 |
| HAZ MAT SPECIALIST 2 | \$31.28 | \$32.87 | \$34.51 | \$36.23 | \$38.06 | \$39.97 | \$41.97 | \$44.07 | \$46.28 | \$48.60 | \$51.03 | \$53.58 |
| HAZ MAT SPECIALIST 3 | \$34.42 | \$36.16 | \$37.96 | \$39.88 | \$41.87 | \$43.97 | \$46.19 | \$48.50 | \$50.93 | \$53.47 | \$56.14 | \$58.95 |
| HEAD COOK | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 | \$34.31 |
| HEALTH AIDE 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| HEALTH AIDE 2 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| HEALTH EDUCATION COORDINATOR 1 | \$27.84 | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 |
| HEALTH EDUCATION SPECIALIST | \$25.26 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 |
| HIV SPECIALTY CLINIC THERAPIST | \$29.23 | \$30.70 | \$32.23 | \$33.86 | \$35.55 | \$37.33 | \$39.20 | \$41.17 | \$43.23 | \$45.41 | \$47.67 | \$50.06 |
| INFORMATION SYSTEMS TECHNICIAN | \$26.07 | \$27.37 | \$28.74 | \$30.18 | \$31.69 | \$33.29 | \$34.96 | \$36.71 | \$38.54 | \$40.48 | \$42.50 | \$44.63 |
| LEAD DEPUTY CLERK-RECORDER | \$25.23 | \$26.49 | \$27.83 | \$29.22 | \$30.70 | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.15 | \$43.21 |
| LEGAL SECRETARY | \$22.37 | \$23.51 | \$24.68 | \$25.92 | \$27.21 | \$28.59 | \$30.03 | \$31.52 | \$33.10 | \$34.76 | \$36.50 | \$38.32 |
| LEGAL SECRETARY - SENIOR | \$23.74 | \$24.93 | \$26.19 | \$27.51 | \$28.89 | \$30.33 | \$31.86 | \$33.45 | \$35.12 | \$36.88 | \$38.72 | \$40.66 |
| LEGAL SECRETARY - TRAINEE | \$20.28 | \$21.32 | \$22.39 | \$23.51 | \$24.70 | \$25.93 | \$27.24 | \$28.60 | \$30.04 | \$31.54 | \$33.12 | \$34.77 |
| LEGAL SERVICES ASSISTANT 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| LEGAL SERVICES ASSISTANT 2 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 | \$34.31 |
| LIBRARIAN | \$25.11 | \$26.38 | \$27.71 | \$29.10 | \$30.56 | \$32.09 | \$33.70 | \$35.40 | \$37.17 | \$39.04 | \$40.99 | \$43.04 |
| LIBRARY AIDE | \$18.37 | \$19.28 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 |
| LIBRARY LITERACY CLERK | \$18.37 | \$19.28 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 |
| LIBRARY TECHNICIAN | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 | \$36.36 |
| LICENSED VOCATIONAL NURSE 1-BH | \$24.12 | \$25.34 | \$26.62 | \$27.95 | \$29.35 | \$30.84 | \$32.38 | \$34.00 | \$35.72 | \$37.50 | \$39.38 | \$41.34 |
| LICENSED VOCATIONAL NURSE 1-PH | \$24.12 | \$25.34 | \$26.62 | \$27.95 | \$29.35 | \$30.84 | \$32.38 | \$34.00 | \$35.72 | \$37.50 | \$39.38 | \$41.34 |
| LICENSED VOCATIONAL NURSE 2-BH | \$25.33 | \$26.61 | \$27.94 | \$29.34 | \$30.82 | \$32.37 | \$33.99 | \$35.71 | \$37.49 | \$39.37 | \$41.34 | \$43.41 |
| LICENSED VOCATIONAL NURSE 2-PH | \$25.33 | \$26.61 | \$27.94 | \$29.34 | \$30.82 | \$32.37 | \$33.99 | \$35.71 | \$37.49 | \$39.37 | \$41.34 | \$43.41 |
| LITERACY PROGRAM ASSISTANT 1 | \$19.28 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 |
| LITERACY PROGRAM ASSISTANT 2 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 |
| MANAGEMENT ANALYST 1 | \$25.26 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 |
| MANAGEMENT ANALYST 2 | \$28.09 | \$29.49 | \$30.97 | \$32.52 | \$34.14 | \$35.87 | \$37.68 | \$39.56 | \$41.54 | \$43.60 | \$45.78 | \$48.07 |
| MENTORING COORDINATOR | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| MUSEUM REGISTRAR | \$18.37 | \$19.28 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 |
| NATURAL RESOURCES ANALYST | \$24.66 | \$25.89 | \$27.19 | \$28.57 | \$29.99 | \$31.49 | \$33.08 | \$34.74 | \$36.48 | \$38.30 | \$40.22 | \$42.23 |
| NURSE PRACTITIONER | \$55.54 | \$58.32 | \$61.25 | \$64.32 | \$67.52 | \$70.92 | \$74.47 | \$78.20 | \$82.12 | \$86.22 | \$90.53 | \$95.06 |
| OFFICE ASSISTANT 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| OFFICE ASSISTANT 2 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 |
| OFFICE ASSISTANT 3 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 | \$34.31 | \$36.03 |
| OFFICE AUTOMATION ANALYST | \$26.50 | \$27.82 | \$29.22 | \$30.68 | \$32.21 | \$33.84 | \$35.54 | \$37.31 | \$39.18 | \$41.14 | \$43.20 | \$45.36 |
| OFFICE AUTOMATION SPECIALIST | \$21.82 | \$22.92 | \$24.07 | \$25.28 | \$26.55 | \$27.88 | \$29.28 | \$30.75 | \$32.29 | \$33.91 | \$35.61 | \$37.39 |
| PARALEGAL 1 | \$19.22 | \$20.17 | \$21.19 | \$22.26 | \$23.38 | \$24.54 | \$25.80 | \$27.08 | \$28.45 | \$29.87 | \$31.37 | \$32.96 |
| PARALEGAL 2 | \$21.19 | \$22.26 | \$23.38 | \$24.54 | \$25.80 | \$27.08 | \$28.45 | \$29.87 | \$31.37 | \$32.96 | \$34.61 | \$36.34 |
| PARALEGAL 3 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 | \$39.24 |
| PERMIT TECHNICIAN | \$19.68 | \$20.67 | \$21.71 | \$22.83 | \$23.96 | \$25.16 | \$26.42 | \$27.75 | \$29.14 | \$30.61 | \$32.14 | \$33.75 |
| PHYSICIAN ASSISTANT | \$55.54 | \$58.32 | \$61.25 | \$64.32 | \$67.52 | \$70.92 | \$74.47 | \$78.20 | \$82.12 | \$86.22 | \$90.53 | \$95.06 |
| PLANNING TECHNICIAN | \$21.30 | \$22.35 | \$23.47 | \$24.65 | \$25.88 | \$27.18 | \$28.55 | \$29.96 | \$31.47 | \$33.04 | \$34.69 | \$36.43 |
| PREVENTION AIDE | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| PROG COMPL & TRAINING ANALYST | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.34 | \$39.24 |
| PROGRAMMER ANALYST | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 | \$45.41 |
| PROJECT MANAGER | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.66 | \$50.06 | \$52.56 | \$55.19 |
| PROPERTY TAX ASSESSMENT SPEC 1 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 |
| PROPERTY TAX ASSESSMENT SPEC 2 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 | \$36.36 | \$38.18 |
| PROPERTY TAX ASSESSMENT TECH | \$18.37 | \$19.28 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| PSYCHIATRIC NURSE 1 | \$31.24 | \$32.82 | \$34.45 | \$36.19 | \$38.02 | \$39.92 | \$41.92 | \$44.02 | \$46.23 | \$48.55 | \$50.98 | \$53.53 |
| PSYCHIATRIC NURSE 2 | \$34.99 | \$36.74 | \$38.59 | \$40.52 | \$42.55 | \$44.68 | \$46.92 | \$49.28 | \$51.74 | \$54.35 | \$57.07 | \$59.92 |
| PSYCHIATRIC TECHNICIAN | \$21.81 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 |
| PUBLIC HEALTH DATABASE ANALYST | \$31.24 | \$32.82 | \$34.45 | \$36.19 | \$38.02 | \$39.92 | \$41.92 | \$44.02 | \$46.23 | \$48.55 | \$50.98 | \$53.53 |
| PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR | \$30.69 | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.66 | \$50.04 | \$52.55 |
| PUBLIC HEALTH NURSE 1 | \$31.24 | \$32.82 | \$34.45 | \$36.19 | \$38.02 | \$39.92 | \$41.92 | \$44.02 | \$46.23 | \$48.55 | \$50.98 | \$53.53 |
| PUBLIC HEALTH NURSE 2 | \$34.99 | \$36.74 | \$38.59 | \$40.52 | \$42.55 | \$44.68 | \$46.92 | \$49.28 | \$51.74 | \$54.35 | \$57.07 | \$59.92 |
| PUBLIC HEALTH NURSE 3 | \$38.73 | \$40.68 | \$42.72 | \$44.87 | \$47.11 | \$49.49 | \$51.95 | \$54.56 | \$57.30 | \$60.17 | \$63.18 | \$66.34 |
| QUALITY ASSURANCE COORDINATOR | \$29.23 | \$30.70 | \$32.23 | \$33.86 | \$35.55 | \$37.33 | \$39.20 | \$41.17 | \$43.23 | \$45.41 | \$47.67 | \$50.06 |
| RECORDS MANAGEMENT TECH 1 | \$18.15 | \$19.06 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 |
| RECORDS MANAGEMENT TECH 2 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.58 | \$26.86 | \$28.22 | \$29.63 | \$31.12 | \$32.68 | \$34.31 |
| REGISTERED DENTAL ASSISTANT 1 | \$24.12 | \$25.34 | \$26.62 | \$27.95 | \$29.35 | \$30.84 | \$32.38 | \$34.00 | \$35.72 | \$37.50 | \$39.38 | \$41.34 |
| REGISTERED DENTAL ASSISTANT 2 | \$25.33 | \$26.61 | \$27.94 | \$29.34 | \$30.82 | \$32.37 | \$33.99 | \$35.71 | \$37.49 | \$39.37 | \$41.34 | \$43.41 |
| REGISTERED NURSE 1 - BH | \$31.24 | \$32.82 | \$34.45 | \$36.19 | \$38.02 | \$39.92 | \$41.92 | \$44.02 | \$46.23 | \$48.55 | \$50.98 | \$53.53 |
| REGISTERED NURSE 1 - PH | \$31.24 | \$32.82 | \$34.45 | \$36.19 | \$38.02 | \$39.92 | \$41.92 | \$44.02 | \$46.23 | \$48.55 | \$50.98 | \$53.53 |
| REGISTERED NURSE 2 - BH | \$34.99 | \$36.74 | \$38.59 | \$40.52 | \$42.55 | \$44.68 | \$46.92 | \$49.28 | \$51.74 | \$54.35 | \$57.07 | \$59.92 |
| REGISTERED NURSE 2 - PH | \$34.99 | \$36.74 | \$38.59 | \$40.52 | \$42.55 | \$44.68 | \$46.92 | \$49.28 | \$51.74 | \$54.35 | \$57.07 | \$59.92 |
| SENIOR BUILDING INSPECTOR | \$27.84 | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 |
| SENIOR BUILDING PLNCHK INSP | \$32.12 | \$33.76 | \$35.45 | \$37.22 | \$39.10 | \$41.06 | \$43.13 | \$45.29 | \$47.56 | \$49.93 | \$52.43 | \$55.05 |
| SENIOR DISTRICT ATTORNEY INVST | \$29.95 | \$31.46 | \$33.03 | \$34.71 | \$36.44 | \$38.27 | \$40.19 | \$42.21 | \$44.33 | \$46.55 | \$48.88 | \$51.32 |
| SENIOR PERMIT TECHNICIAN | \$22.13 | \$23.27 | \$24.42 | \$25.65 | \$26.93 | \$28.29 | \$29.70 | \$31.20 | \$32.77 | \$34.40 | \$36.12 | \$37.93 |
| SENIOR PLANNER | \$30.69 | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.66 | \$50.04 | \$52.55 |
| SENIOR SOCIAL WORKER A | \$30.62 | \$32.14 | \$33.77 | \$35.45 | \$37.25 | \$39.09 | \$41.05 | \$43.11 | \$45.28 | \$47.54 | \$49.92 | \$52.41 |
| SENIOR SOCIAL WORKER B | \$33.50 | \$35.19 | \$36.94 | \$38.80 | \$40.74 | \$42.79 | \$44.92 | \$47.20 | \$49.57 | \$52.05 | \$54.65 | \$57.39 |
| SITE MANAGER | \$20.92 | \$21.97 | \$23.07 | \$24.23 | \$25.44 | \$26.73 | \$28.07 | \$29.49 | \$30.95 | \$32.53 | \$34.16 | \$35.86 |
| SOCIAL SERVICES AIDE | \$18.87 | \$19.81 | \$20.82 | \$21.87 | \$22.96 | \$24.10 | \$25.32 | \$26.60 | \$27.93 | \$29.33 | \$30.80 | \$32.34 |
| SOCIAL WORKER 1 | \$24.37 | \$25.61 | \$26.87 | \$28.23 | \$29.65 | \$31.13 | \$32.69 | \$34.34 | \$36.06 | \$37.87 | \$39.76 | \$41.75 |
| SOCIAL WORKER 2 | \$26.86 | \$28.22 | \$29.62 | \$31.12 | \$32.68 | \$34.33 | \$36.04 | \$37.86 | \$39.77 | \$41.75 | \$43.84 | \$46.03 |
| SOCIAL WORKER 3 | \$29.36 | \$30.86 | \$32.40 | \$34.01 | \$35.73 | \$37.51 | \$39.39 | \$41.37 | \$43.45 | \$45.62 | \$47.90 | \$50.30 |
| STAFF SERVICES ANALYST 1 | \$26.19 | \$27.49 | \$28.88 | \$30.33 | \$31.86 | \$33.45 | \$35.15 | \$36.89 | \$38.74 | \$40.69 | \$42.72 | \$44.86 |
| STAFF SERVICES ANALYST 2 | \$28.86 | \$30.32 | \$31.85 | \$33.44 | \$35.12 | \$36.88 | \$38.73 | \$40.68 | \$42.72 | \$44.87 | \$47.11 | \$49.49 |
| STAFF SERVICES SPECIALIST | \$25.27 | \$26.54 | \$27.86 | \$29.26 | \$30.72 | \$32.25 | \$33.88 | \$35.59 | \$37.38 | \$39.25 | \$41.21 | \$43.27 |
| SUBSTANCE USE DISORDER SPEC 1 | \$23.40 | \$24.56 | \$25.82 | \$27.12 | \$28.48 | \$29.90 | \$31.41 | \$32.98 | \$34.62 | \$36.37 | \$38.19 | \$40.10 |
| SUBSTANCE USE DISORDER SPEC 2 | \$25.82 | \$27.12 | \$28.49 | \$29.92 | \$31.42 | \$32.99 | \$34.64 | \$36.37 | \$38.20 | \$40.10 | \$42.11 | \$44.21 |
| TELECOMMUNICATIONS TECHNICIAN | \$26.49 | \$27.83 | \$29.22 | \$30.70 | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 |
| TREAS/TAX COLLECTIONS OFFCR 1 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 | \$39.24 |
| TREAS/TAX COLLECTIONS OFFCR 2 | \$25.26 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 |
| TREASURER/TAX SPECIALIST 1 | \$20.24 | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 |
| TREASURER/TAX SPECIALIST 2 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 | \$36.36 | \$38.18 |
| TREASURER/TAX TECHNICIAN | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 | \$36.36 |
| VETERANS SERVICE REP 1 | \$18.30 | \$19.23 | \$20.20 | \$21.22 | \$22.30 | \$23.41 | \$24.57 | \$25.83 | \$27.13 | \$28.49 | \$29.91 | \$31.41 |
| VETERANS SERVICE REP 2 | \$20.17 | \$21.19 | \$22.26 | \$23.38 | \$24.54 | \$25.80 | \$27.08 | \$28.45 | \$29.87 | \$31.37 | \$32.96 | \$34.61 |
| VICTIM/WITNESS ADVOCATE | \$22.83 | \$23.96 | \$25.16 | \$26.42 | \$27.75 | \$29.14 | \$30.61 | \$32.13 | \$33.76 | \$35.44 | \$37.21 | \$39.07 |
| WELFARE FRAUD INVESTIGATOR 1 | \$26.57 | \$27.90 | \$29.29 | \$30.76 | \$32.31 | \$33.94 | \$35.64 | \$37.43 | \$39.29 | \$41.26 | \$43.32 | \$45.49 |
| WELFARE FRAUD INVESTIGATOR 2 | \$28.80 | \$30.25 | \$31.75 | \$33.36 | \$35.02 | \$36.77 | \$38.63 | \$40.57 | \$42.59 | \$44.74 | \$46.98 | \$49.33 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

OE3 MID-MANAGEMENT

| Job Title | HOURLY RATE | | | | | | | | | | | |
|--|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|----------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
| A&D PROG CLINICIAN/SUPERVISOR | \$35.53 | \$37.31 | \$39.18 | \$41.15 | \$43.21 | \$45.39 | \$47.65 | \$50.05 | \$52.55 | \$55.18 | \$57.94 | \$60.84 |
| ALCOHOL & DRUG PROG CHIEF | \$35.53 | \$37.31 | \$39.18 | \$41.15 | \$43.21 | \$45.39 | \$47.65 | \$50.05 | \$52.55 | \$55.18 | \$57.94 | \$60.84 |
| ALTERNATIVE SENTENCING MANAGER | \$30.66 | \$32.19 | \$33.80 | \$35.50 | \$37.28 | \$39.14 | \$41.11 | \$43.16 | \$45.33 | \$47.61 | \$49.99 | \$52.49 |
| ANIMAL CONTROL SUPERVISOR | \$27.16 | \$28.52 | \$29.94 | \$31.44 | \$33.01 | \$34.66 | \$36.39 | \$38.23 | \$40.15 | \$42.16 | \$44.27 | \$46.48 |
| ASSESSOR'S OFFICE MANAGER | \$25.26 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 |
| ASSISTANT BUILDING OFFICIAL | \$35.53 | \$37.31 | \$39.18 | \$41.15 | \$43.21 | \$45.39 | \$47.65 | \$50.05 | \$52.55 | \$55.18 | \$57.94 | \$60.84 |
| ASSISTANT COUNTY ASSESSOR | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.66 | \$50.06 | \$52.56 | \$55.19 |
| ASSISTANT DISTRICT ATTORNEY | \$63.69 | \$66.87 | \$70.21 | \$73.72 | \$77.41 | \$81.28 | \$85.35 | \$89.62 | \$94.09 | \$98.79 | \$103.73 | \$108.92 |
| ASSISTANT PLANNING DIRECTOR | \$35.53 | \$37.31 | \$39.18 | \$41.15 | \$43.21 | \$45.39 | \$47.65 | \$50.05 | \$52.55 | \$55.18 | \$57.94 | \$60.84 |
| ASST COUNTY CLERK-RECORDER | \$31.83 | \$33.43 | \$35.10 | \$36.85 | \$38.70 | \$40.65 | \$42.68 | \$44.84 | \$47.07 | \$49.43 | \$51.90 | \$54.50 |
| ASST DIR DEPT OF CHILD SUP SVC | \$39.13 | \$41.09 | \$43.14 | \$45.30 | \$47.56 | \$49.94 | \$52.44 | \$55.06 | \$57.81 | \$60.70 | \$63.74 | \$66.93 |
| ASST DIRECTOR OF PUBLIC HEALTH | \$45.34 | \$47.62 | \$50.01 | \$52.51 | \$55.14 | \$57.90 | \$60.81 | \$63.88 | \$67.06 | \$70.41 | \$73.93 | \$77.63 |
| ASST TREASURER/TAX COLLECTOR | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.66 | \$50.06 | \$52.56 | \$55.19 |
| BH ADMIN SERVICES OFFICER | \$40.00 | \$41.99 | \$44.09 | \$46.30 | \$48.62 | \$51.06 | \$53.61 | \$56.31 | \$59.14 | \$62.11 | \$65.22 | \$68.48 |
| BH AOD PROGRAM ADMIN | \$43.73 | \$45.93 | \$48.24 | \$50.66 | \$53.19 | \$55.85 | \$58.65 | \$61.60 | \$64.68 | \$67.93 | \$71.33 | \$74.89 |
| BH CONTINUING CARE COORDINATOR | \$40.00 | \$41.99 | \$44.09 | \$46.30 | \$48.62 | \$51.06 | \$53.61 | \$56.31 | \$59.14 | \$62.11 | \$65.22 | \$68.48 |
| BH QUAL IMPROVEMENT/COMPL MGR | \$43.73 | \$45.93 | \$48.24 | \$50.66 | \$53.19 | \$55.85 | \$58.65 | \$61.60 | \$64.68 | \$67.93 | \$71.33 | \$74.89 |
| BH UNIT SUPERVISOR | \$40.00 | \$41.99 | \$44.09 | \$46.30 | \$48.62 | \$51.06 | \$53.61 | \$56.31 | \$59.14 | \$62.11 | \$65.22 | \$68.48 |
| BH UNIT SUPERVISOR-NURSING | \$40.00 | \$41.99 | \$44.09 | \$46.30 | \$48.62 | \$51.06 | \$53.61 | \$56.31 | \$59.14 | \$62.11 | \$65.22 | \$68.48 |
| BLDG/GRDS MAINT SUPERVISOR 1 | \$24.22 | \$25.43 | \$26.70 | \$28.03 | \$29.45 | \$30.92 | \$32.47 | \$34.08 | \$35.79 | \$37.61 | \$39.49 | \$41.47 |
| BLDG/GRDS MAINT SUPERVISOR 2 | \$25.43 | \$26.70 | \$28.03 | \$29.45 | \$30.92 | \$32.47 | \$34.08 | \$35.79 | \$37.61 | \$39.49 | \$41.46 | \$43.54 |
| BUILDING OFFICIAL | \$39.15 | \$41.12 | \$43.18 | \$45.34 | \$47.62 | \$50.01 | \$52.51 | \$55.14 | \$57.90 | \$60.81 | \$63.85 | \$67.04 |
| CHIEF APPRAISER | \$30.69 | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.66 | \$50.04 | \$52.55 |
| CHIEF CODE ENFORCEMENT OFFICER | \$34.17 | \$35.89 | \$37.70 | \$39.58 | \$41.56 | \$43.64 | \$45.83 | \$48.13 | \$50.53 | \$53.06 | \$55.71 | \$58.50 |
| CHIEF DEP PUB GRDN/CONSERVATOR | \$29.36 | \$30.86 | \$32.40 | \$34.01 | \$35.73 | \$37.51 | \$39.39 | \$41.37 | \$43.45 | \$45.62 | \$47.90 | \$50.30 |
| CHILDRENS SERVICES COORDINATOR | \$34.71 | \$36.44 | \$38.27 | \$40.19 | \$42.21 | \$44.32 | \$46.53 | \$48.86 | \$51.32 | \$53.89 | \$56.58 | \$59.41 |
| COMMUNITY CARE CASE MANAGER | \$21.19 | \$22.26 | \$23.38 | \$24.54 | \$25.80 | \$27.08 | \$28.45 | \$29.87 | \$31.37 | \$32.96 | \$34.61 | \$36.34 |
| DA ADMINISTRATOR/ASSISTANT PUBLIC ADMIN | \$25.27 | \$26.54 | \$27.86 | \$29.26 | \$30.72 | \$32.25 | \$33.88 | \$35.59 | \$37.38 | \$39.25 | \$41.21 | \$43.27 |
| DEPUTY AG COMM/SEALER OF WEIGHTS & MEASURE | \$34.25 | \$35.97 | \$37.76 | \$39.66 | \$41.64 | \$43.73 | \$45.91 | \$48.21 | \$50.63 | \$53.16 | \$55.82 | \$58.61 |
| DEP DIR/SOC SERV PROGRAM MGR | \$40.85 | \$42.92 | \$45.07 | \$47.33 | \$49.70 | \$52.18 | \$54.80 | \$57.54 | \$60.42 | \$63.46 | \$66.63 | \$69.96 |
| DEPARTMENT FISCAL OFFICER 1 | \$25.26 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 |
| DEPARTMENT FISCAL OFFICER 2 | \$27.84 | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 |
| DIRECTOR OF NURSING - PH | \$47.49 | \$49.87 | \$52.38 | \$54.99 | \$57.74 | \$60.63 | \$63.68 | \$66.87 | \$70.21 | \$73.73 | \$77.42 | \$81.29 |
| DIV DIR VETERANS SVCS OFFICER | \$27.84 | \$29.22 | \$30.70 | \$32.23 | \$33.86 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.38 | \$47.65 |
| ELIGIBILITY SUPERVISOR | \$25.26 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 |
| EMPLOYMENT & TRNG WKR SUP | \$31.36 | \$32.95 | \$34.58 | \$36.32 | \$38.15 | \$40.06 | \$42.06 | \$44.17 | \$46.39 | \$48.72 | \$51.16 | \$53.71 |
| FISCAL SUPPORT COORD | \$22.11 | \$23.21 | \$24.38 | \$25.61 | \$26.88 | \$28.24 | \$29.66 | \$31.13 | \$32.70 | \$34.34 | \$36.06 | \$37.86 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| GEO INFO SYSTEM (GIS) COORD | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.66 | \$50.06 | \$52.56 | \$55.19 |
| GRANT COMPLIANCE OFFICER | \$21.81 | \$22.91 | \$24.06 | \$25.28 | \$26.55 | \$27.87 | \$29.28 | \$30.75 | \$32.29 | \$33.90 | \$35.60 | \$37.37 |
| HEALTH EDUCATION COORDINATOR 2 | \$30.69 | \$32.22 | \$33.85 | \$35.54 | \$37.32 | \$39.19 | \$41.16 | \$43.22 | \$45.40 | \$47.66 | \$50.04 | \$52.55 |
| LIBRARY LITERACY PROGRAM COORD | \$21.25 | \$22.32 | \$23.44 | \$24.62 | \$25.84 | \$27.14 | \$28.49 | \$29.92 | \$31.42 | \$32.98 | \$34.63 | \$36.36 |
| MNTL HLTH SERVICES ACT COORD | \$34.71 | \$36.44 | \$38.27 | \$40.19 | \$42.21 | \$44.32 | \$46.53 | \$48.86 | \$51.32 | \$53.89 | \$56.58 | \$59.41 |
| OFFICE SUPERVISOR | \$22.50 | \$23.62 | \$24.82 | \$26.06 | \$27.38 | \$28.73 | \$30.17 | \$31.68 | \$33.27 | \$34.92 | \$36.67 | \$38.51 |
| PERMIT MANAGER | \$25.26 | \$26.51 | \$27.85 | \$29.24 | \$30.71 | \$32.24 | \$33.87 | \$35.56 | \$37.36 | \$39.23 | \$41.19 | \$43.25 |
| PH ADMIN SERVICES OFFICER | \$40.00 | \$41.99 | \$44.09 | \$46.30 | \$48.62 | \$51.06 | \$53.61 | \$56.31 | \$59.14 | \$62.11 | \$65.22 | \$68.48 |
| PROGRAM CHIEF-NURSING | \$35.53 | \$37.31 | \$39.18 | \$41.15 | \$43.21 | \$45.39 | \$47.65 | \$50.05 | \$52.55 | \$55.18 | \$57.94 | \$60.84 |
| PROGRAM MANAGER 1 | \$36.97 | \$38.83 | \$40.78 | \$42.82 | \$44.97 | \$47.23 | \$49.60 | \$52.09 | \$54.68 | \$57.43 | \$60.30 | \$63.32 |
| PROGRAM MANAGER 2 | \$38.83 | \$40.78 | \$42.82 | \$44.97 | \$47.23 | \$49.60 | \$52.09 | \$54.68 | \$57.43 | \$60.30 | \$63.32 | \$66.48 |
| PUBLIC HEALTH PROG DIV CHIEF | \$33.81 | \$35.51 | \$37.29 | \$39.15 | \$41.12 | \$43.18 | \$45.34 | \$47.62 | \$50.01 | \$52.51 | \$55.14 | \$57.89 |
| RECORDS MGMT COORDINATOR | \$21.82 | \$22.92 | \$24.07 | \$25.28 | \$26.55 | \$27.88 | \$29.28 | \$30.75 | \$32.29 | \$33.91 | \$35.61 | \$37.39 |
| SENIOR SERVICES DIVISION DIR. | \$25.88 | \$27.18 | \$28.56 | \$29.98 | \$31.48 | \$33.07 | \$34.73 | \$36.47 | \$38.29 | \$40.22 | \$42.23 | \$44.34 |
| SOCIAL SERVICES SUPERVISOR 1 | \$32.04 | \$33.65 | \$35.35 | \$37.13 | \$39.00 | \$40.95 | \$43.00 | \$45.14 | \$47.41 | \$49.79 | \$52.28 | \$54.89 |
| SOCIAL SERVICES SUPERVISOR 2 | \$36.97 | \$38.83 | \$40.78 | \$42.82 | \$44.97 | \$47.23 | \$49.60 | \$52.09 | \$54.68 | \$57.43 | \$60.30 | \$63.32 |
| STAFF SERVICES MANAGER | \$35.52 | \$37.30 | \$39.17 | \$41.14 | \$43.20 | \$45.36 | \$47.64 | \$50.03 | \$52.54 | \$55.17 | \$57.93 | \$60.82 |
| VICTIM/WITNESS COORDINATOR | \$30.66 | \$32.19 | \$33.80 | \$35.50 | \$37.28 | \$39.14 | \$41.11 | \$43.16 | \$45.33 | \$47.61 | \$49.99 | \$52.49 |

County of Plumas
Pay Schedule

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

PROBATION MID-MANAGEMENT

| Job Title | HOURLY RATE | | | | | | | | | | | |
|-------------------------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
| DEPARTMENT FISCAL OFFICER 1 | \$25.74 | \$27.05 | \$28.40 | \$29.84 | \$31.32 | \$32.88 | \$34.54 | \$36.28 | \$38.08 | \$40.00 | \$42.00 | \$44.10 |
| DEPARTMENT FISCAL OFFICER 2 | \$28.38 | \$29.80 | \$31.30 | \$32.86 | \$34.52 | \$36.26 | \$38.06 | \$39.97 | \$41.98 | \$44.08 | \$46.28 | \$48.59 |
| SUPERVISING PROBATION OFFICER | \$30.56 | \$32.09 | \$33.69 | \$35.38 | \$37.15 | \$39.01 | \$40.96 | \$43.01 | \$45.16 | \$47.42 | \$49.79 | \$52.28 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

PROBATION ASSC

| Job Title | HOURLY RATE | | | | | | | | | | | |
|------------------------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
| ADMINISTRATIVE ASSISTANT 1 | \$18.47 | \$19.38 | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.57 |
| ADMINISTRATIVE ASSISTANT 2 | \$19.38 | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.57 | \$33.15 |
| DEPUTY PROBATION OFFICER 1 | \$22.13 | \$23.27 | \$24.42 | \$25.65 | \$26.93 | \$28.29 | \$29.70 | \$31.20 | \$32.77 | \$34.40 | \$36.12 | \$37.93 |
| DEPUTY PROBATION OFFICER 2 | \$23.95 | \$25.16 | \$26.43 | \$27.75 | \$29.15 | \$30.61 | \$32.13 | \$33.76 | \$35.45 | \$37.24 | \$39.10 | \$41.06 |
| DEPUTY PROBATION OFFICER 3 | \$26.40 | \$27.72 | \$29.12 | \$30.56 | \$32.09 | \$33.69 | \$35.38 | \$37.15 | \$39.01 | \$40.96 | \$43.01 | \$45.16 |
| DETENTION COORDINATOR | \$23.39 | \$24.55 | \$25.81 | \$27.09 | \$28.46 | \$29.89 | \$31.39 | \$32.97 | \$34.61 | \$36.33 | \$38.15 | \$40.06 |
| LEGAL SERVICES ASSISTANT 1 | \$18.47 | \$19.38 | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.57 |
| LEGAL SERVICES ASSISTANT 2 | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.59 | \$33.17 | \$34.83 |
| MANAGEMENT ANALYST 1 | \$26.13 | \$27.43 | \$28.81 | \$30.26 | \$31.76 | \$33.37 | \$35.04 | \$36.78 | \$38.63 | \$40.57 | \$42.60 | \$44.73 |
| MANAGEMENT ANALYST 2 | \$29.07 | \$30.53 | \$32.05 | \$33.66 | \$35.34 | \$37.13 | \$38.98 | \$40.94 | \$42.99 | \$45.14 | \$47.40 | \$49.77 |
| OFFICE ASSISTANT 1 | \$18.47 | \$19.38 | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.57 |
| OFFICE ASSISTANT 2 | \$19.38 | \$20.36 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.57 | \$33.15 |
| OFFICE ASSISTANT 3 | \$21.36 | \$22.45 | \$23.56 | \$24.74 | \$25.99 | \$27.27 | \$28.64 | \$30.07 | \$31.57 | \$33.15 | \$34.81 | \$36.55 |
| PROB PROG COORD/ADMIN ASSIST | \$23.25 | \$24.43 | \$25.64 | \$26.94 | \$28.30 | \$29.71 | \$31.21 | \$32.79 | \$34.43 | \$36.15 | \$37.96 | \$39.86 |
| PROBATION ASSISTANT | \$18.65 | \$19.58 | \$20.56 | \$21.58 | \$22.67 | \$23.79 | \$25.00 | \$26.26 | \$27.58 | \$28.95 | \$30.40 | \$31.92 |
| PROBATION REPORT WRITER | \$22.22 | \$23.33 | \$24.51 | \$25.73 | \$27.04 | \$28.39 | \$29.81 | \$31.31 | \$32.87 | \$34.53 | \$36.26 | \$38.07 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

SHERIFF EMPLOYEE ASSC

| Job Title | HOURLY RATE | | | | | | | | | | | |
|--|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
| ASSISTANT PROGRAM MANAGER | \$20.93 | \$21.99 | \$23.09 | \$24.24 | \$25.47 | \$26.73 | \$28.07 | \$29.48 | \$30.95 | \$32.53 | \$34.16 | \$35.87 |
| CORRECTIONAL OFFICER 1 | \$25.06 | \$26.30 | \$27.62 | \$29.00 | \$30.46 | \$31.98 | \$33.58 | \$35.26 | \$37.02 | \$38.87 | \$40.81 | \$42.85 |
| CORRECTIONAL OFFICER 2 | \$27.61 | \$29.00 | \$30.45 | \$31.99 | \$33.59 | \$35.29 | \$37.05 | \$38.92 | \$40.85 | \$42.91 | \$45.06 | \$47.31 |
| CORRECTIONAL SERGEANT | \$30.62 | \$32.14 | \$33.77 | \$35.45 | \$37.25 | \$39.09 | \$41.05 | \$43.11 | \$45.28 | \$47.54 | \$49.92 | \$52.41 |
| CRIME ANALYST | \$23.56 | \$24.75 | \$25.99 | \$27.28 | \$28.67 | \$30.11 | \$31.61 | \$33.20 | \$34.86 | \$36.61 | \$38.44 | \$40.36 |
| DEP SHERIFF 2/COM EQUIP COORD | \$38.82 | \$40.77 | \$42.79 | \$44.95 | \$47.20 | \$49.57 | \$52.06 | \$54.67 | \$57.42 | \$60.28 | \$63.29 | \$66.46 |
| DEPUTY SHERIFF 1 | \$28.40 | \$29.83 | \$31.34 | \$32.91 | \$34.56 | \$36.29 | \$38.10 | \$40.01 | \$42.02 | \$44.11 | \$46.32 | \$48.64 |
| DEPUTY SHERIFF 2 | \$31.28 | \$32.87 | \$34.51 | \$36.23 | \$38.06 | \$39.97 | \$41.97 | \$44.07 | \$46.28 | \$48.60 | \$51.03 | \$53.58 |
| DEPUTY SHERIFF 2-ADVANCED | \$32.93 | \$34.60 | \$36.32 | \$38.16 | \$40.07 | \$42.09 | \$44.20 | \$46.40 | \$48.72 | \$51.19 | \$53.75 | \$56.44 |
| DEPUTY SHERIFF 2-INTERMEDIATE | \$32.23 | \$33.85 | \$35.55 | \$37.33 | \$39.19 | \$41.17 | \$43.24 | \$45.41 | \$47.67 | \$50.07 | \$52.57 | \$55.20 |
| SH INVSTG/CANNABIS CODE COMPL | \$37.94 | \$39.85 | \$41.83 | \$43.93 | \$46.13 | \$48.46 | \$50.89 | \$53.45 | \$56.11 | \$58.93 | \$61.88 | \$64.97 |
| SHERIFF DISPATCHER 1 | \$25.06 | \$26.30 | \$27.62 | \$29.00 | \$30.46 | \$31.98 | \$33.58 | \$35.26 | \$37.02 | \$38.87 | \$40.81 | \$42.85 |
| SHERIFF DISPATCHER 2 | \$26.75 | \$28.09 | \$29.51 | \$30.98 | \$32.54 | \$34.18 | \$35.88 | \$37.69 | \$39.58 | \$41.56 | \$43.64 | \$45.82 |
| SHERIFF DISPATCHER 2 - INTERMEDIATE | \$27.57 | \$28.93 | \$30.38 | \$31.90 | \$33.51 | \$35.18 | \$36.94 | \$38.79 | \$40.72 | \$42.76 | \$44.90 | \$47.15 |
| SHERIFF DISPATCHER 2 - ADVANCED | \$28.09 | \$29.49 | \$30.97 | \$32.52 | \$34.14 | \$35.87 | \$37.68 | \$39.56 | \$41.54 | \$43.60 | \$45.78 | \$48.07 |
| SHERIFF EMERGENCY SERVICES & TRAINING COORD. | \$30.67 | \$32.21 | \$33.80 | \$35.52 | \$37.30 | \$39.18 | \$41.14 | \$43.21 | \$45.36 | \$47.64 | \$50.02 | \$52.52 |
| SHERIFF INVESTIGATOR | \$33.65 | \$35.33 | \$37.14 | \$39.00 | \$40.94 | \$43.01 | \$45.17 | \$47.44 | \$49.82 | \$52.32 | \$54.94 | \$57.69 |
| SHERIFF INVESTIGATOR SERGEANT | \$41.03 | \$43.09 | \$45.25 | \$47.51 | \$49.89 | \$52.39 | \$55.02 | \$57.76 | \$60.65 | \$63.69 | \$66.88 | \$70.22 |
| SHERIFF INVESTIGATOR-ADVANCED | \$35.42 | \$37.21 | \$39.06 | \$41.03 | \$43.09 | \$45.25 | \$47.51 | \$49.89 | \$52.39 | \$55.02 | \$57.77 | \$60.66 |
| SHERIFF INVESTIGATOR-INTERMED | \$34.67 | \$36.41 | \$38.25 | \$40.17 | \$42.19 | \$44.30 | \$46.51 | \$48.84 | \$51.29 | \$53.87 | \$56.56 | \$59.39 |
| SHERIFF SERGEANT | \$35.33 | \$37.14 | \$39.00 | \$40.94 | \$43.01 | \$45.17 | \$47.44 | \$49.82 | \$52.32 | \$54.92 | \$57.67 | \$60.55 |
| SHERIFF SERGEANT-ADVANCED | \$38.10 | \$40.01 | \$42.03 | \$44.13 | \$46.34 | \$48.66 | \$51.11 | \$53.67 | \$56.35 | \$59.16 | \$62.12 | \$65.23 |
| SHERIFF SERGEANT-INTERMEDIATE | \$37.28 | \$39.15 | \$41.12 | \$43.19 | \$45.35 | \$47.63 | \$50.01 | \$52.51 | \$55.15 | \$57.90 | \$60.80 | \$63.84 |
| SHERIFF SERVICES ASSISTANT 1 | \$22.63 | \$23.75 | \$24.95 | \$26.20 | \$27.52 | \$28.91 | \$30.36 | \$31.88 | \$33.48 | \$35.17 | \$36.93 | \$38.78 |
| SHERIFF SERVICES ASSISTANT 2 | \$24.94 | \$26.19 | \$27.51 | \$28.90 | \$30.35 | \$31.87 | \$33.47 | \$35.16 | \$36.92 | \$38.76 | \$40.70 | \$42.74 |

**County of Plumas
Pay Schedule**

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

SHERIFF EMPLOYEE ASSC MID-MGMT

| Job Title | HOURLY RATE | | | | | | | | | | | |
|--------------------------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | L6 | L7 |
| ASST DIR OF EMERGENCY SERVICES | \$32.00 | \$33.59 | \$35.29 | \$37.05 | \$38.92 | \$40.85 | \$42.91 | \$45.06 | \$47.31 | \$49.69 | \$52.18 | \$54.79 |
| COMMUNICATIONS SUPER ADVANCED | \$32.35 | \$33.99 | \$35.70 | \$37.48 | \$39.35 | \$41.33 | \$43.41 | \$45.56 | \$47.85 | \$50.25 | \$52.76 | \$55.40 |
| COMMUNICATIONS SUPER INTERMED | \$31.74 | \$33.33 | \$35.00 | \$36.76 | \$38.59 | \$40.52 | \$42.57 | \$44.70 | \$46.94 | \$49.29 | \$51.76 | \$54.35 |
| COMMUNICATIONS SUPERVISOR | \$30.81 | \$32.35 | \$33.99 | \$35.70 | \$37.48 | \$39.35 | \$41.33 | \$43.41 | \$45.56 | \$47.85 | \$50.24 | \$52.75 |
| JAIL COMMANDER | \$44.10 | \$46.33 | \$48.65 | \$51.10 | \$53.65 | \$56.32 | \$59.16 | \$62.13 | \$65.25 | \$68.52 | \$71.95 | \$75.55 |
| SH INV SGT/CODE COMPLIANCE SUP | \$44.10 | \$46.33 | \$48.65 | \$51.10 | \$53.65 | \$56.32 | \$59.16 | \$62.13 | \$65.25 | \$68.52 | \$71.95 | \$75.55 |
| SHERIFF ADMIN SERGEANT | \$41.03 | \$43.09 | \$45.25 | \$47.51 | \$49.89 | \$52.39 | \$55.02 | \$57.76 | \$60.65 | \$63.69 | \$66.88 | \$70.22 |
| SHERIFF FISCAL OFFICER 1 | \$31.55 | \$33.12 | \$34.78 | \$36.51 | \$38.36 | \$40.28 | \$42.32 | \$44.43 | \$46.65 | \$48.98 | \$51.43 | \$54.00 |
| SHERIFF FISCAL OFFICER 2 | \$37.24 | \$39.09 | \$41.07 | \$43.14 | \$45.30 | \$47.58 | \$49.97 | \$52.46 | \$55.10 | \$57.86 | \$60.75 | \$63.79 |
| SHERIFF PATROL COMMANDER | \$46.30 | \$48.62 | \$51.05 | \$53.60 | \$56.29 | \$59.10 | \$62.06 | \$65.16 | \$68.42 | \$71.84 | \$75.43 | \$79.20 |
| SHERIFF'S OFFICE MANAGER | \$31.42 | \$32.99 | \$34.64 | \$36.38 | \$38.20 | \$40.12 | \$42.13 | \$44.24 | \$46.46 | \$48.80 | \$51.24 | \$53.80 |
| SHERIFF'S SPECIAL OPS SGT | \$41.03 | \$43.09 | \$45.25 | \$47.51 | \$49.89 | \$52.39 | \$55.02 | \$57.76 | \$60.65 | \$63.69 | \$66.88 | \$70.22 |

County of Plumas
Pay Schedule

Effective as of 12/16/2025 per Board of Supervisors Resolution Number 2025-9088; revised as of 12/16/2025 per Resolution Number 2025-9094
and adopted by the Board as of 01/XX/2026 per Resolution Number 2026-XXXX

UNDERSHERIFF

| Job Title | HOURLY RATE | | | | | | | | | |
|--------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
| UNDERSHERIFF | \$46.06 | \$48.37 | \$50.79 | \$53.33 | \$56.00 | \$58.80 | \$61.74 | \$64.83 | \$68.08 | \$71.49 |



PLUMAS COUNTY CHILD SUPPORT SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Michelle Blackford, Director of Child Support Services

MEETING DATE: January 6, 2026

SUBJECT: Approve and authorize Child Support Services to recruit and fill, funded and allocated, vacant one (1) FTE Child Support Assistant I/II/II OR Child Support Specialist I/II. No General Fund Impact, position to be paid from federal and state funds.

Recommendation:

Approve and authorize the Department of Child Support Services to recruit and fill, funded and allocated, vacant one (1) FTE Child Support Assistant I/II/II OR Child Support Specialist I/II. No General Fund Impact; position funded by federal and state funds.

Background and Discussion:

It is necessary to fill this allocated position to meet federal and state compliance requirements of the workload as well as maintain a high standard of customer service.

Action:

Approve and authorize the Department of Child Support Services to recruit and fill, funded and allocated, vacant one (1) FTE Child Support Assistant I/II/II OR Child Support Specialist I/II. No General Fund Impact; position funded by federal and state funds.

Fiscal Impact:

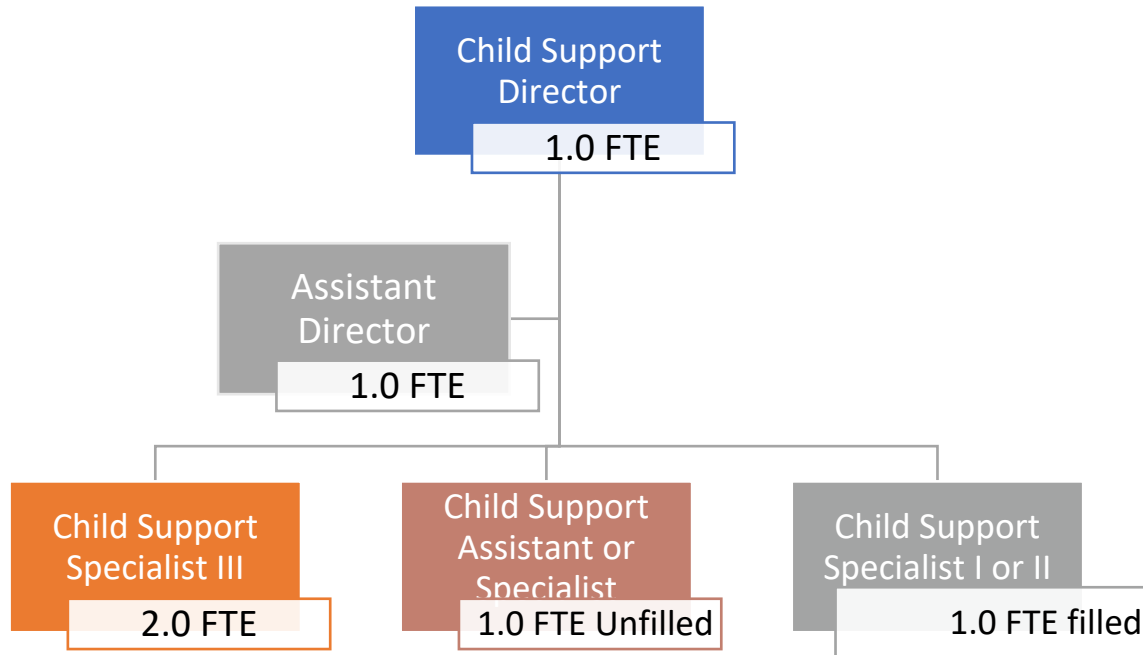
No General Fund impact. Position funded with federal and state funds.

Attachments:

1. CRITICAL STAFFING QUESTIONNAIRE
2. ORG CHART 2025-26
3. Child Support Assistant I_2
4. Child Support Assistant II
5. Child Support Assistant III
6. Child Support Specialist I_1
7. Child Support Specialist II_1

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes. Current workload justifies filling the position.**
- Why is it critical that this position be filled at this time? **To maintain current workload requirements.**
- How long has the position been vacant? **More than one year.**
- Can the department use other wages until the next budget cycle? **Not necessary, the current department budget includes this position.**
- What are staffing levels at other counties for similar departments and/or positions? **Other counties are similarly staffed.**
- What core function will be impacted without filling the position prior to July 1? **Caseload duties will be unfulfilled.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None.**
- A non-general fund department head needs to 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? **No general fund support needed.**
- Does the department have a reserve? Yes. If yes, provide the activity of the department's reserve account for the last three years? **Reserve account has not been accessed in the past three years.**



PLUMAS COUNTY DEPT. OF
CHILD SUPPORT SERVICES
2025/2026 ORG CHART

CHILD SUPPORT ASSISTANT I

DEFINITION

Working under close supervision, Child Support Assistant I applies Federal, State and local codes, procedures, and rules to assist Child Support Specialists in securing current and delinquent child support payments; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Child Support Assistant I is the entry/trainee level in the Child support Assistant class series. Employees in this class receive in-service training, and are given detailed instructions in the performance of routine duties related to assisting Child Support Specialists in securing delinquent child support payments. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Employees are expected to promote to Child Support Assistant II after one year of satisfactory performance at the trainee level.

REPORTS TO

Director of Child Support Services or Assistant Director of Child Support Services or as assigned.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

CHILD SUPPORT ASSISTANT I – 2

EXAMPLES OF DUTIES

- Assists Child Support Specialists in processing cases and preparing cases for court action according to established routine and procedures.
- Operates and uses an automated system to input and extract information and generate reports and documents.
- Develops, organizes and distributes documents for child support cases.
- Establishes and maintains child support files.
- Interviews individuals to obtain pertinent information related to child support cases.
- Responds to general inquiries from the public.
- Contacts and retrieves relevant information from other jurisdictions.
- Processes and distributes incoming correspondence, redirecting complex mail and/or transactions to other staff.
- Assists with the location of parents and the establishment of parent's support capability.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

CHILD SUPPORT ASSISTANT I – 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic arithmetic.
- English usage, grammar and spelling.
- Use of computer terminals and basic data input and retrieval mechanisms.
- Good public relations techniques.

Ability to:

- Perform basic arithmetic calculations.
- Exercise tact, diplomacy, and flexibility.
- Understand and follow written and oral instructions.
- Maintain accurate records and files.
- Operate computer equipment.
- Work with computer databases and programs common to child support enforcement activities.
- Read, interpret and apply policies, procedures and regulations.
- Maintain confidentiality.
- Establish and maintain effective working relationships.

Training and Experience:

One (1) year of full-time general clerical experience.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Must pass a Department of Justice (DOJ) background check as required under IRS Publication 1075 as a condition of employment.

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

Last Revised: 09/2004

CHILD SUPPORT ASSISTANT II

DEFINITION

Working under general supervision, Child Support Assistant II applies Federal, State and local codes, procedures, and rules to assist Child Support Specialists in securing current and delinquent child support payments; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Child Support Assistant II is the journey level in the Child Support Assistant class series. Employees at this level are expected to use independent judgment to perform the full scope of duties, which emphasize general, routine interviewing and information gathering, but not the full responsibilities of a caseload. Positions in this class are flexibly staffed and are normally filled by advancement from the lower/trainee level of Child Support Assistant I, or if filled from the outside, require prior related experience.

Child Support Assistant II differs from Child Support Assistant III in that the latter is the advanced journey level, and may provide lead direction to assigned staff. The Child Support Assistant series differs from the Child Support Specialist series in that the former assists Child Support Specialists in processing, preparing, and maintaining cases; while the Child Support Specialists perform the full range of case management activities.

REPORTS TO

Director of Child Support Services or Assistant Director of Child Support Services or as assigned.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

CHILD SUPPORT ASSISTANT II – 2

EXAMPLES OF DUTIES

- Assists Child Support Specialists in processing cases and preparing cases for court action according to established routine and procedures.
- Operates and uses an automated system to input and extract information and generate reports and documents.
- Develops, organizes and distributes documents for child support cases.
- Establishes and maintains child support files.
- Interviews individuals to obtain pertinent information related to child support cases.
- Responds to general inquiries from the public.
- Contacts and retrieves relevant information from other jurisdictions.
- Processes and distributes incoming correspondence, redirecting complex mail and/or transactions to other staff.
- Assists with the location of parents and the establishment of parent's support capability.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

CHILD SUPPORT ASSISTANT II – 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic arithmetic.
- English usage, grammar and spelling.
- Use of computer terminals and basic data input and retrieval mechanisms.
- Good public relations techniques.

Ability to:

- Perform basic arithmetic calculations.
- Exercise tact, diplomacy, and flexibility.
- Understand and follow written and oral instructions.
- Maintain accurate records and files.
- Operate computer equipment.
- Work with computer databases and programs common to child support enforcement activities.
- Read, interpret and apply policies, procedures and regulations.
- Maintain confidentiality.
- Establish and maintain effective working relationships.

Training and Experience:

One (1) year of full-time experience performing duties comparable to a Child Support Assistant I in a state or local government agency.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Must pass a Department of Justice (DOJ) background check as required under IRS Publication 1075 as a condition of 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.

CHILD SUPPORT ASSISTANT III

DEFINITION

Under limited supervision, the Child Support Assistant III leads, oversees, and participates in the more complex and difficult work of staff responsible for applying Federal, State and local codes, procedures, and rules to assist Child Support Specialists in securing current and delinquent child support payments; may serve as a lead worker and provide training and work assignments to a group of Child Support Assistant staff; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Child Support Assistant III is the advanced journey level in the Child Support Assistant class series. Positions at this level differ from the lower level of Child Support Assistant I/II by the complexity and difficulty of the work performed. The Child Support Assistant III class may provide lead supervision and training to assigned staff. This classification does not carry the full responsibilities of a caseload.

REPORTS TO

Director of Child Support Services or Assistant Director of Child Support Services.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

CHILD SUPPORT ASSISTANT III – 2

EXAMPLES OF DUTIES

- May lead, plan and review the work of staff responsible for applying Federal, State and local codes, procedure and rules to assist Child Support Specialists in securing current and delinquent child support payments. May provide or coordinate staff training.
- Assists Child Support Specialists in processing cases and preparing cases for court action according to established routine and procedures.
- Responsible for the most complex and difficult cases.
- Operates and uses an automated system to input and extract information and generate reports and documents.
- Develops, organizes and distributes documents for child support cases.
- Establishes and maintains child support files.
- Interviews individuals to obtain pertinent information related to child support cases.
- Responds to general inquiries from the public.
- Contacts and retrieves relevant information from other jurisdictions.
- Processes and distributes incoming correspondence.
- Assists with the location of parents and the establishment of parent's support capability.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

CHILD SUPPORT ASSISTANT III – 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic arithmetic.
- English usage, grammar and spelling.
- Use of computer terminals and basic data input and retrieval mechanisms.
- Good public relations techniques.
- Lead work and staff development techniques and practices.

Ability to:

- Answer a variety of questions related to department programs and processes.
- Interpret and explain procedures to others.
- Provide verbal and written instructions to others.
- Exercise sound judgment when prioritizing, organizing, assigning and monitoring workload.
- Perform basic arithmetic calculations.
- Exercise tact, diplomacy, and flexibility.
- Maintain accurate records and files.
- Operate computer equipment.
- Work with computer databases and programs common to child support enforcement activities.
- Maintain confidentiality.
- Establish and maintain effective working relationships.

Training and Experience:

One (1) year of full-time experience performing duties of a Child Support Assistant II in a state or local government agency.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Must pass a Department of Justice (DOJ) background check as required under IRS Publication 1075 as a condition of employment.

CHILD SUPPORT ASSISTANT III – 4

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.

CHILD SUPPORT SPECIALIST I

DEFINITION

Under close supervision, performs a wide variety of child support duties consisting of maintaining a caseload, locating and interviewing custodial and non-custodial parents and others to elicit factual information for the purpose of establishing child support obligations and enforcing child support laws; arranges for support payments when possible; prepares cases for court hearings as necessary; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Child Support Specialist I is the entry/trainee level in the Child Support Specialist series. Employees in this class receive in-service training, and are given detailed instructions in the performance of duties related to child support laws, regulations, and a broad range of child support casework activities. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Employees are expected to promote to Child Support Specialist II after one year of satisfactory performance at the entry/trainee level.

REPORTS TO

Director of Child Support Services or Assistant Director of Child Support Services or as assigned.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

CHILD SUPPORT SPECIALIST I - 2

EXAMPLES OF DUTIES

- Manages a general caseload consisting of child support legal actions and the establishment, enforcement and collection of child support payment obligations based on established guidelines.
- Coordinates appointments for personal interviews with custodial and non-custodial parents, employers, and attorneys.
- Develops and analyzes information for the establishment of paternity.
- Uses a variety of methods, systems and procedures for locating information on custodial and non-custodial parents' assets, income, and liabilities.
- Evaluates income and expense data of custodial and non-custodial parents to determine and recommend child support payment obligations based on established guidelines.
- Responds to general inquiries and explains general child support laws, court orders, rules, regulations, and policies to public and staff.
- Participates in interviews to secure support agreements and to persuade responsible parties to make payments without recourse to legal action.
- Prepares and processes legal documents necessary for the Documents and updates customer information, contact information, case actions/history logs, and records using a state-wide automated system.
- Provides case status information, explains the complaint resolution process, and answers case specific questions for all involved parties ensuring the verbiage used cannot be interpreted as legal advice.
- Applies federal, state, and local codes, procedures, and rules in establishing and processing child support cases.
- Coordinates and/or conducts genetic tests when needed.
- Takes sworn statements from the custodial parent and non-custodial parent, and arranges or facilitates DNA testing in cases where paternity is in question.
- Evaluates income and expense data of custodial and non-custodial parent to determine support capability; reviews financial history to determine arrears obligation.
- Explains legal requirements and the calculation of support payments to custodial and non-custodial parents and other involved parties.
- Issues Summons and Complaints and Proposed Judgments to establish paternity and support orders and enforces those orders through wage assignments and other legal actions.
- Obtains and enforces health insurance orders.
- Recommends cases for prosecution, prepares legal documents for court filing, assists attorneys in preparing cases, and testifies in court as necessary.
- Initiates and processes such legal actions as subpoenas, orders to show cause, registration of foreign support orders, notices of assignment, writs of execution, property liens, orders of examination, and contempt of court actions pertaining to the enforcement of child support.

Last Revised: 07/2001

- Responds to and investigates complaints from custodial and non-custodial parents regarding hidden assets and/or "under the table" employment.

CHILD SUPPORT SPECIALIST I – 3

- Accesses computerized databases and maintains computerized files. Responds to and complete numerous daily, weekly, and monthly automated task lists.
- Responds to inquiries from the public, private attorneys, appointed and elected officials.
- Provides case status information and interprets child support statutes, regulations, and procedures to custodial and non-custodial parents.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in office and courtroom environments; continuous contact with staff and the public.

Child Support Specialists are expected to handle a high volume of work which is deadline driven. Applicants must be able to prioritize, plan and project their work, but at the same time be flexible to changes at any moment, such as unscheduled visits from clients. They perform in a high-paced work environment.

It is important to understand that the actions you take as a Child Support Specialist impact the lives of clients and their families, both emotionally and financially.

CHILD SUPPORT SPECIALIST I – 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Civil and criminal law, and Federal and California laws and regulations pertaining to the establishment, and enforcement of child support obligations.
- Sources, methods and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities.
- Techniques and methods for establishing paternity.
- Child Support specific collection methods and techniques.
- Legal terminology used when explaining legal procedures to customers or the public.
- When and how to prepare and process a variety of child support related legal documents in a clear and concise manner.
- The structure and content of the English language.
- Basic mathematics and business arithmetic, including addition, subtraction, multiplication, division, fractions, percentages, and decimals.

Ability to:

- Apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases.
- Explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds.
- Use effective interviewing techniques to interview a wide variety of people, over the telephone and in person.
- Use patience, tact and courtesy in firmly dealing with people who may be uncooperative, unreasonable, angry, upset, or hostile.
- Collect DNA samples to establish paternity.
- Use sound independent judgment to analyze factual information, situations, and people.
- Understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations.
- Compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation.
- Organize work and set priorities in order to meet critical deadlines with minimal direction.
- Exercise initiative within the limits of assigned duties.
- Maintain the confidentiality of sensitive or personal information.
- Establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.

Last Revised: 07/2001

- Be flexible and supportive of change.
- Ability to prioritize multiple assignments having conflicting deadlines.
- Effectively use computer and other resources to prepare and manage cases.
- Enforce mandatory guideline child support orders that may not seem reasonable.

CHILD SUPPORT SPECIALIST I – 5

- Attach the wages of non-custodial parents who then allege they will not be able to support their current family.
- Revoke driver's licenses, required employment and professional licenses, and passports.
- Demonstrate sensitivity toward homeless individuals and families.
- Understand the responsibilities relative to mandatory reporting of child and adult abuse.

Training and Experience:

Two (2) years of full-time clerical experience which included interaction with the public;

OR

One year of full-time experience performing debt collections duties which included interviewing others for the purpose of collecting information;

OR

One year of full-time experience performing duties of a Child Support Assistant I or Office Assistant II in a Child Support Services Department;

OR

Completion of 60 semester or 90 quarter units of college. Qualifying experience or education may be combined in order to meet the above requirements. When combining education and experience, fifteen (15) semester units or twenty-two (22) quarter units equals six months of experience.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Some positions may require possession of special language proficiency as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Must pass a Department of Justice (DOJ) background check as required under IRS Publication 1075 as a condition of employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County

Last Revised: 07/2001

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.

CHILD SUPPORT SPECIALIST II

DEFINITION

Under general supervision, performs a wide variety of child support duties consisting of maintaining a caseload, locating and interviewing custodial and non-custodial parents and others to elicit factual information for the purpose of establishing child support obligations and enforcing child support laws; arranges for support payments when possible; prepares cases for court hearings as necessary; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Child Support Specialist II is the journey level in the Child Support Specialist series. Employees at this level are expected to perform a broad range of child support casework from intake to establishment, enforcement, and case closure. Within legal requirements and departmental policies and procedures, incumbents operate with considerable independence and must exercise discretion and judgment in evaluating cases and determining the level of support and the methods of enforcement. Positions in this class are flexibly staffed and are normally filled by advancement from the lower level of Child Support Specialist I, or if filled from the outside, require prior related experience.

Child Support Specialist II differs from the higher class of Child Support Specialist III in that the latter is the advanced journey level, and incumbents act as lead worker or exercise detailed subject knowledge of a specific program area or specialized department system.

REPORTS TO

Director of Child Support Services or Assistant Director of Child Support Services or as assigned.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

CHILD SUPPORT SPECIALIST II - 2

EXAMPLES OF DUTIES

- Manages a general caseload consisting of child support legal actions and the establishment, enforcement and collection of child support payment obligations based on established guidelines.
- Coordinates appointments for personal interviews with custodial and non-custodial parents, employers, and attorneys.
- Develops and analyzes information for the establishment of paternity.
- Uses a variety of methods, systems and procedures for locating information on custodial and non-custodial parents' assets, income, and liabilities.
- Evaluates income and expense data of custodial and non-custodial parents to determine and recommend child support payment obligations based on established guidelines.
- Responds to general inquiries and explains general child support laws, court orders, rules, regulations, and policies to public and staff.
- Participates in interviews to secure support agreements and to persuade responsible parties to make payments without recourse to legal action.
- Prepares and processes legal documents necessary for the Documents and updates customer information, contact information, case actions/history logs, and records using a state-wide automated system.
- Provides case status information, explains the complaint resolution process, and answers case specific questions for all involved parties ensuring the verbiage used cannot be interpreted as legal advice.
- Applies federal, state, and local codes, procedures, and rules in establishing and processing child support cases.
- Coordinates and/or conducts genetic tests when needed.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in office and courtroom environments; continuous contact with staff and the public.

CHILD SUPPORT SPECIALIST II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Civil and criminal law, and Federal and California laws and regulations pertaining to the establishment, and enforcement of child support obligations.
- Sources, methods and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities.
- Techniques and methods for establishing paternity.
- Child Support specific collection methods and techniques.
- Legal terminology used when explaining legal procedures to customers or the public.
- When and how to prepare and process a variety of child support related legal documents in a clear and concise manner.
- The structure and content of the English language.
- Basic mathematics and business arithmetic, including addition, subtraction, multiplication, division, fractions, percentages, and decimals.

Ability to:

- Apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases.
- Explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds.
- Use effective interviewing techniques to interview a wide variety of people, over the telephone and in person.
- Use patience, tact and courtesy in firmly dealing with people who may be uncooperative, unreasonable, angry, upset, or hostile.
- Collect DNA samples to establish paternity.
- Use sound independent judgment to analyze factual information, situations, and people.
- Understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations.
- Compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation.
- Organize work and set priorities in order to meet critical deadlines with minimal direction.
- Exercise initiative within the limits of assigned duties.
- Maintain the confidentiality of sensitive or personal information.
- Establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.
- Be flexible and supportive of change.

Last Revised: 07/2001

- Ability to prioritize multiple assignments having conflicting deadlines.
- Effectively use computer and other resources to prepare and manage cases.

CHILD SUPPORT SPECIALIST II – 4

Training and Experience:

One (1) year of full-time experience performing duties of a Child Support Specialist I in a state or local government agency.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

Some positions may require possession of special language proficiency as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Must pass a Department of Justice (DOJ) background check as required under IRS Publication 1075 as a condition of employment.

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



PLUMAS COUNTY MUSEUM MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Paul Russell, Museum Director

MEETING DATE: January 6, 2026

SUBJECT: Approve and authorize closure to the public, of the Plumas County Museum, for the months of January and February 2026 to enable staff and volunteers to conduct cataloging and accessioning of collections, revision of exhibit displays and other museum work not compatible with public interaction.

Recommendation:

Recommended by Museum Director, PCMA Board of Trustees, and Museum Board of Directors to close January & February 2026.

Background and Discussion:

Has been approved for several past years.

Action:

Authorize and approve January & February 2026 closure of Museum.

Fiscal Impact:

(General Fund Impact) as approved in (FY25/26) approved budget. Museum has nearly met its approved FY 25/26 admissions revenue.

Attachments:

1. Plumas Museum Request to Close Jan-Feb 2026

Plumas County MUSEUM

500 JACKSON STREET • QUINCY, CALIFORNIA 95971 • (530) 283-6320

December 23, 2025

TO: Honorable Board of Supervisors

FROM: Paul Russell, Museum Director

RE: Request to Close Museum January & February 2026

Over the past several years, the Plumas County Museum has been authorized to close to the public for the months of January and February to allow staff and volunteers the ability to sort, file, catalog, accession, and otherwise take care of the numerous items in our collections. This closure also allows staff time to create new displays, and/or renovate existing ones, as well as work with collections in the upstairs and back storage areas away from the front of the house of the Museum.

This work with collections and exhibits often necessitates removal of artifacts, large-scale preparation and layout and/or construction of new exhibit materials – including text, photographs, and display furniture – actions that cannot be done when we have the public visiting the Museum. During this time, although the Museum will be closed to public visitation, we will continue to accommodate scheduled research appointments and other special requests from the public as well as fulfill numerous requests via email, phone, and in-person.

It is the recommendation of the Museum Director, the Plumas County Museum Board of Trustees, and the Museum Board of Directors that the Board of Supervisors grant this request.

Any questions may be directed to Paul Russell, Museum Director, 530-283-6320 or pcmuseum@psln.com.

Thank You.



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

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: January 6, 2026
SUBJECT: Approve the Meeting Minutes for all meetings held in December 2025, as submitted.

Recommendation:

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

Background and Discussion:

The Board of Supervisors approves all meeting minutes.

Action:

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

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Minutes 12-09-2025
2. Minutes 12-16-2025
3. Special Meeting Minutes 12-23-2025



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 9, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Sean led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that Item 2.A.1 be removed from the agenda.

Chair Goss moved items B.1 & C.1 before item No. A.1

PUBLIC COMMENT OPPORTUNITY

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

Clint K. spoke to the Board regarding Sparkle, and his tenure on the Grand Jury.

Sean (Seneca Hospital) spoke to the Board regarding the construction of the new Seneca Hospital, and invited Board members to come out and take a tour.

Rick F. read a letter regarding the vaccines in Plumas County.

Josh H. called in via Zoom and spoke about the Verizon Wireless tower in Greenville.

Julie T. called in via Zoom and spoke about vaccines.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Tracey Ferguson (Planning Director) updates the Board on projects, bids, grants that are going on in her office.

Sheriff Hermann updates the Board on the arrests, citations, and calls that were handled by his department.

Rob Thorman (Public Works Director) updates the Board on the 15-minute parking spaces in front of Quincy Pharmacy and EV charging stations.

District Attorney Hollister updates the Board on the current Grand Jury, and gives them an at-a-boy.

ACTION AGENDA

A. PUBLIC HEARING: 10:00 A.M.

- 1) Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas declaring the results of majority protest proceedings and renewing the Plumas County Tourism Marketing District (PCTMD); potential General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Four/fifths roll call vote.**

THIS ITEM WAS CONTINUED UNTIL DECEMBER 16, 2025

B. PASSAGES

- 1) Receive an update on SB1249 from Mary Neumann, Deputy Director Passages, on the status of Federal funding for regional Area Agency on Aging funds (AAAs) and how it could impact Plumas County and other northern rural counties. (10 minutes)

The Board received a presentation from Passages.

Supervisor Hall comments

Supervisor McGowan comments

C. FIRST 5 PLUMAS

- 1) First 5 Plumas will report on year-end home visiting evaluation data and will provide an update on programs for 2025-2026. (4 minutes)

The Board received a presentation from First 5 Plumas.

1. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. PROBATION

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and Plumas Crisis Intervention and Resource Center, a California non-profit organization, for additional North Star Navigation Center placement; effective December 1, 2025, through November 30, 2026; not to exceed \$25,000.00 Dollars; No General Fund Impact, agreement to be paid for entirely out of Probation state grant funding; approved as to form by County Counsel.

B. CLERK OF THE BOARD

- 1) Approve the attached Board of Supervisors Meeting Minutes for Meeting minutes for the month of November 2025 as submitted.

C. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize Chair to ratify and sign a land-lease agreement between Plumas County Facility Services & Airports and Lake Almanor Area Chamber of Commerce to use a certain area of Chester Park for their public ice skating rink; effective November 1, 2025 ; No General Fund impact; Chester Park is closed during the lease period; approved as to form by County Counsel.

- 2) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services and Airports and Pacific States Communications of Nevada Inc for security camera installation; increasing the compensation amount to \$127,736.11 and amending the scope of work; (General Fund Impact); approved as to form by County Counsel.

D. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Cheweeta Richardson to provide the County with services for Case Staffing, Case Review, assist in updating Policies and Procedures; effective November 24, 2025, to November 24, 2026; not to exceed \$180,960.00; (No General Fund Impact) realignment funds; approved as to form by County Counsel.

E. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Smile Business Products, Inc., effective November 1, 2025; not to exceed \$50,000.00; (No General Fund Impact) (allocated to multiple PCPHA programs); 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 California Health Collaborative; effective October 1, 2025; not to exceed \$100,688.89 ; (No General Fund Impact) Tobacco Use and Reduction Program (TURP); approved as to form by County Counsel.

F. BEHAVIORAL HEALTH

- 1) Approve and authorize Plumas County Behavioral Health to pay Adventist Health Vallejo a non-contract \$66,323.31 invoice for psychiatric room and board. (No General Fund Impact) State Realignment Funds: Discussion and Possible Action.
- 2) Approve and authorize Plumas County Behavioral Health to pay Shasta Regional Medical Group Psychiatric a no-contract invoice of \$1,224.57, for specialty medical fees: (No General Fund Impact) State Realignment Funds; discussion and possible action.
- 3) Approve and authorize Plumas County Behavioral Health to pay Sutter Center for Psychiatry, a non-contract \$103,533.39 invoice for a 31-day psychiatry stay; (No General Fund Impact) State Realignment funds; discussion and possible action.

- 4) Approve and authorize Chair to ratify and sign a 3-year agreement between Plumas County Behavioral Health and Sierra Vista Hospital Adult and Adolescent Treatment Facility; effective July 1, 2025; not to exceed \$100,000.00 per fiscal year; (No General Fund Impact) State and Federal Funds; NOT approved as to form by County Counsel; discussion and possible action
- 5) Approve and authorize Chair to ratify and sign a 3-year agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, Adult and Adolescent Treatment Facility for acute psychiatric and or substance abuse; effective July 1, 2025; not to exceed \$100,000.00 per fiscal year; (No General Fund Impact) State and Federal Funds; NOT approved as to form by County Counsel; discussion and possible action
- 6) Approve and authorize Plumas County Behavioral Health to pay Pajouh Automotive Center Chico, a non-contract \$1362.61 invoice to replace the touchscreen navigation head unit (No General Fund Impact), State and Federal Funds; discussion and possible action.

G. ELECTIONS

- 1) Approve Certification of Election Results of the Consolidated Statewide Special Election held on November 4, 2025.

2. DEPARTMENTAL MATTERS

A. GRANTS MANAGER - Zachary Gately

- 1) Approve and authorize supplemental budget transfer of \$120,092 from ARPA Fund (0021) Balance to County Administrative Officer TRF-ARPA Funds (2003048-48021) to cover the budgeted salary and benefits for one grant funded employee; approved by Auditor/Controller.
Four/Fifths roll call vote

THIS ITEM WAS PULLED AT THE REQUEST OF THE GRANT MANAGER.

B. SHERIFF'S OFFICE - Chad Hermann

- 1) Approve and authorize the Sheriff to proceed with a fixed asset purchase of dispatch and radio control room radio control consoles; total not to exceed \$17,000.00; (No General Fund Impact) 70375 / 5242200 (COMMUNICATIONS / COMMUNICATIONS EQUIPMENT); discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize the Sheriff to proceed with a fixed asset purchase of dispatch and radio control room radio control consoles; total not to exceed \$17,000.00; (No General Fund Impact) 70375 / 5242200 (COMMUNICATIONS / COMMUNICATIONS EQUIPMENT); discussion and possible action.

Four/Fifths roll call vote, Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sheriff Hermann presents

- 2) Approve and authorize Chair to sign a purchase agreement between Plumas County Sheriff's Office and Winner Chevrolet for the fixed asset purchase of four (4) fully outfitted marked patrol vehicles; total not to exceed \$388,000; (No General Fund Impact) as approved in (FY 25/26) budget; \$194,000 from Sheriff's AB443 (Small and Rural Law Enforcement funds)/Vehicle #70331/541500 and \$194,000 from Sheriff's Supplemental Law Enforcement Services Fund (Citizens' Option for Public Safety - COPS funds)/Vehicle #70356-541500; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to sign a purchase agreement between Plumas County Sheriff's Office and Winner Chevrolet for the fixed asset purchase of four (4) fully outfitted marked patrol vehicles; total not to exceed \$388,000; (No General Fund Impact) as approved in (FY 25/26) budget; \$194,000 from Sheriff's AB443 (Small and Rural Law Enforcement funds)/Vehicle #70331/541500 and \$194,000 from Sheriff's Supplemental Law Enforcement Services Fund (Citizens' Option for Public Safety - COPS funds)/Vehicle #70356-541500; approved as to form by County Counsel; discussion and possible action.

Four/Fifths roll call vote, Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sheriff Hermann presents

C. PLANNING - Tracey Ferguson

- 1) Adopt **RESOLUTION** of the Plumas County Board of Supervisors Formally Adopting "Demtatoko Trail" as the Replacement Name for "Sq_ Carpet Lane" Pursuant to Assembly Bill 2022 and Directing the Planning Department to Modify the Recorded Map by Certificate of Correction; General Fund Impact; approved as to form by County Counsel; discussion and possible action.
Roll call vote

Motion: Approve Adopt [RESOLUTION No. 25-9087](#) of the Plumas County Board of Supervisors Formally Adopting "Demtatoko Trail" as the Replacement Name for "Sq_ Carpet Lane" Pursuant to Assembly Bill 2022 and Directing the Planning Department to Modify the Recorded Map by Certificate of Correction; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Tracey Ferguson presents

D. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve and authorize supplemental budget transfer(s) of \$115,850.00 from (State Child and Family Commission 7015, 70562, 44169) to (Other wages 7015, 70562, 51020 |Retirement 7015, 70562, 51080 |Education Mat/Incentives 7015, 70562, 52330 |Media/Promotional 7015, 70562, 52340 |Travel-Routine 7015, 70562, 52740 |Computer/Hardware 7015, 70560, 54950 |Professional Services 7015, 70560 52190); 70562 has received a grant that was not in the original budget; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of \$115,850.00 from (State Child and Family Commission 7015, 70562, 44169) to (Other wages 7015, 70562, 51020 |Retirement 7015, 70562, 51080 |Education Mat/Incentives 7015, 70562, 52330 |Media/Promotional 7015, 70562, 52340 |Travel-Routine 7015, 70562, 52740 |Computer/Hardware 7015, 70560, 54950 |Professional Services 7015, 70560 52190); 70562 has received a grant that was not in the original budget; approved by Auditor/Controller. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Nicole Reinert presents

- 2) Approve and authorize Public Health Agency to recruit and fill, funded and allocated, a vacant 0.625 FTE permanent driver for Chester for Senior Services; (General Fund Impact) as approved in the FY25/26 adopted budget.

Motion: Approve and authorize Public Health Agency to recruit and fill, funded and allocated, a vacant 0.625 FTE permanent driver for Chester for Senior Services; (General Fund Impact) as approved in the FY25/26 adopted budget., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Nicole Reinert presents

E. SOLID WASTE - Rob Thorman

- 1) **TIME CERTAIN PUBLIC HEARING – 11:00 AM** introduce proposed solid waste rates and services for Solid Waste Franchise Area 1 – discussion and movement of issue to second hearing for direction.

Motion: Approve **TIME CERTAIN PUBLIC HEARING – 11:00 AM** introduce proposed solid waste rates and services for Solid Waste Franchise Area 1 – discussion and movement of issue to second hearing for direction., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sean Graham presents

ITEM WILL BE DISCUSSED AND POSSIBLE ACTION ON DECEMBER 16, 2025.

Nick Collin comments

Supervisor Hall comments

Supervisor McGowan comments

F. **HUMAN RESOURCES** - Joshua Mizrahi

- 1) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1 FTE County Administrative Officer; (General Fund Impact) as approved in FY25/26 adopted budget.

THIS ITEM WAS PULLED AT THE REQUEST OF THE HR DIRECTOR

- 2) Adopt **RESOLUTION** to adopt Plumas County Pay Schedule; (General Fund Impact) as approved in (FY25/26) adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve Adopt [RESOLUTION No. 25-9086](#) to adopt Plumas County Pay Schedule; (General Fund Impact) as approved in (FY25/26) adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

HR Director Josh Mizrahi presents

3. **ADJOURN AS THE BOARD OF SUPERVISORS AND CONVENE AS THE BOARD OF EQUALIZATION**

- A. Plumas County Assessment Appeal Application procedures: discussion and possible direction to staff.

THIS ITEM TO BE CONTINUED TO DECEMBER 16, 2025. THERE ARE CURRENTLY 23 ACTIVE APPEALS FOR 2023.

Chair Goss comments

County Counsel comments

4. **ADJOURN AS THE BOARD OF EQUALIZATION AND RECONVENE AS THE BOARD OF SUPERVISORS**

5. **BOARD OF SUPERVISORS**

- A. Approve and authorize a supplemental budget transfer(s) of \$30,000 from Fund Balance #0001 to 2001052/521900 Board of Supervisors/Professional Services to cover the over-budget costs associated with additional County contracts that are needed by the BOS; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize a supplemental budget transfer(s) of \$30,000 from Fund Balance #0001 to 2001052/521900 Board of Supervisors/Professional Services to cover the over-budget costs associated with additional County contracts that are needed by the BOS; approved by Auditor/Controller. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

B. APPOINTMENTS

- 1) Appoint Mark Lilley to the Chester Design Review Committee, serving in the committee capacity of a business owner in the Chester Design Review area; discussion and possible action.

Motion: Approve Appoint Mark Lilley to the Chester Design Review Committee, serving in the committee capacity of a business owner in the Chester Design Review area; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

- 2) Appoint Rachelle McNut to the Chester Design Review Committee to serving in the committee capacity of a business owner in the Chester Design Review area; discussion and possible action.

Motion: Approve Appoint Rachelle McNut to the Chester Design Review Committee to serving in the committee capacity of a business owner in the Chester Design Review area; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

- 3) Appoint Lynn Rafferty to the Chester Design Review Committee, serving in the committee capacity of a business owner in the Chester Design Review Committee area; discussion and possible action.

Motion: Approve Appoint Lynn Rafferty to the Chester Design Review Committee, serving in the committee capacity of a business owner in the Chester Design Review Committee area; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

- 4) Appoint Chelssa Outland to the Chester Design Review Committee, serving in the committee capacity of having interest and expertise in historical architecture and architectural design; discussion and possible action.

Motion: Approve Appoint Chelssa Outland to the Chester Design Review Committee, serving in the committee capacity of having interest and expertise in historical architecture and architectural design; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

- 5) Appoint Stephanie Willhoit to the Chester Design Review Committee, serving the committee capacity of a realtor selling real estate in the Chester Design Review area; discussion and possible action.

Motion: Approve Appoint Stephanie Willhoit to the Chester Design Review Committee, serving the

committee capacity of a realtor selling real estate in the Chester Design Review area; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

- 6) Notice is hereby given to announce that one (1) vacancy has occurred on the Quincy Design Review Committee. Plumas County Code Section 9-2.3704(b) directs the membership of the Committee to consist of but not be limited to, individuals having an interest or expertise in historical architecture and architectural design. Members of the Committee shall also include, as appropriate, business owners, property owners, and residents of the Quincy Design Review Area; please contact the Clerk of the Board at pcbs@countyofplumas.com

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

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (2 cases)
- B. Conference with Legal Counsel: Claim Against the County, filed by Fennel, David, received on November 10, 2025.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported the following reportable actions taken during closed session.

6.A No Reportable Action

6.B Claim denied.

7. ADJOURNMENT

Adjourn meeting to Tuesday, December 16, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 16, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Jamie Little & Dan Kearns led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that Item 3.D be moved up on 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.

Jackie M. speaks to the Board regarding sales taxes.

Josh H. speaks to the Board regarding Plumas Fire.

Julie T. calls in via Zoom and speaks about the vaccines in Plumas County.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Hermann updates the Board that on 12-7-2025 at 3pm they will be holding a pinning ceremony for their recent promotions in his department, also gives a shot out to the HR Department. Alerts the Board that Dr. Harris (Dentist) will be retiring soon, and they need to find another dentist to see inmates.

Rob Thorman (Public Works Director) updates the Board on the General Plan, and the EV charging stations

Rob Robinette (Environmental Health Director) updated the Board on single wall storage tanks, that they will no longer be usable.

ACTION AGENDA

A. INDIAN VALLEY COMMUNITY SERVICES DISTRICT

- 1) Receive an update from Jamie Little, General Manager, Indian Valley Community Services District (IVCSD) on the Greenville Safety Center; informational item only. (10 Minutes)

The Board received a presentation from Jamie Little of Indian Valley CSD.

Auditor Martee Nieman comments

Chair Goss comments

Dan Kearns comments

Supervisor McGowan comments

Planning Director Tracey Ferguson comments

B. CONTINUED FROM DECEMBER 09, 2025 PUBLIC HEARING: 10:00 A.M.

- 1) Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas declaring the results of majority protest proceedings and renewing the Plumas County Tourism Marketing District (PCTMD); potential General Fund Impact; approved as to form by County Counsel; discussion and possible action.

THIS ITEM WAS CONTINUED TO DECEMBER 23, 2025

Supervisor McGowan comments

Supervisor Hall comments

County Counsel Josh Brechtel comments
Plumas Sun comments
Clint K. comments
Supervisor Engel comments
Supervisor Ceresola comments
Auditor Martee Nieman comments

1. **CONSENT AGENDA**

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. **PLUMAS HOUSING COUNCIL**

- 1) Review the October Attainable Housing Update from Plumas Housing Council.

B. **SHERIFF'S OFFICE**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kalleo Technologies, LLC, to provide data software to be utilized along with CorrecTek's EMR software; effective July 1, 2025; not to exceed \$32,000.00; (No General Fund Impact) Re-Entry Grant funded through District Attorney's Office; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Coates Incorporated, dba Price Tire Center, to provide general automotive repairs and services; effective November 20, 2025; not to exceed \$20,000.00; (General Fund Impact) as approved in FY25/26 budget (various budgets); approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Joel E. Mangham, dba Mangham Glass, to provide automotive glass repairs and services; effective December 1, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in FY25/26 budget (various budgets); approved as to form by County Counsel.
- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Summit Glass Company, LLC, to provide automotive glass repairs and services; effective December 1, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in FY25/26 approved budget (various budgets); approved as to form by County Counsel.

C. **HUMAN RESOURCES**

- 1) Approve **RESOLUTION** to adopt Plumas County's revised Pay Schedule; General Fund Impact; approved as to form by County Counsel;

Motion: Approve **RESOLUTION No. 25-9088** to adopt Plumas County's revised Pay Schedule; General Fund Impact; approved as to form by County Counsel; , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

D. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign First Amendment to the agreement between Plumas County Behavioral Health and Christine Walls for Real Property Lease Agreement, located at 372 Main Street, Chester; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

E. SOCIAL SERVICES

- 1) Approve and authorize Chair to sign and ratify amendment no. 2 to agreement between Plumas County Department of Social Services and Plumas Crisis and Intervention Center (PCIRC) Bringing Families Home (BFH) Program; (No General Fund Impact) State Funding; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign amendment no. 2 to agreement between Plumas County Department of Social Services and PCIRC to administer the Home Safe program; (No General Fund Impact) State Funds; approved as to form by County Counsel.

F. FACILITY SERVICES AND AIRPORTS

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and Roberts Construction for re-roof of two county buildings effective December 16th 2025; not to exceed \$95,450.00; (General Fund Impact) as approved in FY25/26 adopted budget (20120541 (Facilities) / 540110 (Capitol Improvements)); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Airports and Current Electric for Courthouse Fire Alarm Upgrade; effective December 16th 2025; not to exceed \$140,000.00 (General Fund Impact) as approved in FY25/26) adopted budget (2012054 (Facilities)/ 540111 (Capitol Improvements)); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services and Airports and Environmental Systems Inc. (General Fund Impact) \$65,560.00; approved as to form by County Counsel.

G. PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION** to amend Fiscal Year 2025/2026 position allocation for Public Health Department, Budget Unit #70560; (No General Fund Impact) (realignment); approved as to form by County Counsel.

Motion: Approve Adopt **RESOLUTION No. 25-9089** to amend Fiscal Year 2025/2026 position allocation for Public Health Department, Budget Unit #70560; (No General Fund Impact) (realignment); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

2. DEPARTMENTAL MATTERS

A. SOLID WASTE - Sean Graham

- 1) **TIME CERTAIN CONTINUED PUBLIC HEARING: 10:30am**

Continue the public hearing of Solid Waste rates and services for Solid Waste Franchise Area 1; discussion and possible direction.

Motion: Approve Option #2 Continue the public hearing of Solid Waste rates and services for Solid Waste Franchise Area 1; discussion and possible direction., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sean Graham presents

Janet C. comments

Supervisor Hall comments

B. CLERK RECORDER/REGISTRAR OF VOTERS - Marcy DeMartile

- 1) Adopt **RESOLUTION** Authorizing the County Clerk-Recorder/Registrar of Voters to conduct a special tax election within the boundaries of the Whitehawk Ranch Community Services District, to be held on April 14, 2026; (No General Fund Impact); approved as to form by County Counsel.
Roll call vote

Motion: Approve Adopt **RESOLUTION No. 25-9090** Authorizing the County Clerk-Recorder/Registrar of Voters to conduct a special tax election within the boundaries of the Whitehawk Ranch Community Services District, to be held on April 14, 2026; (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 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Clerk Recorder/Registrar of Voters Marcy DeMartile presents

- 2) Adopt **RESOLUTION** Approving Agreement 18G30132 Amendment 4 Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Approve Adopt **RESOLUTION No. 25-9091** Approving Agreement 18G30132 Amendment 4 Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (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 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Clerk Recorder/Registrar of Voters Marcy DeMartile presents

- 3) Adopt **RESOLUTION** authorizing the Plumas County Clerk Recorder, Registrar of Voters to Conduct all Federal, State and Local Elections in the Year 2026; (General Fund Impact) as approved in FY25/26 adopted budget (20100 / various accounts); approved as to form by County Counsel. **Roll call vote.**

Motion: Approve Adopt **RESOLUTION No. 25-9092** authorizing the Plumas County Clerk Recorder, Registrar of Voters to Conduct all Federal, State and Local Elections in the Year 2026; (General Fund Impact) as approved in FY25/26 adopted budget (20100 / various accounts); approved as to form by County Counsel. **Roll call vote., Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Clerk Recorder/Registrar of Voters Marcy DeMartile presents

C. TREASURER-TAX COLLECTOR - Julie White

- 1) Approve and Authorize the Chapter 8 Sale Agreement between Plumas County and Central Plumas Recreation and Park District (CPRPD), as of December 16, 2025, to sell property listed in Exhibit "A" APN #116-191-003-000 for \$18,940.00, Pursuant to Revenue and Taxation Code 3771-3841; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and Authorize the Chapter 8 Sale Agreement between Plumas County and Central Plumas Recreation and Park District (CPRPD), as of December 16, 2025, to sell property listed in Exhibit "A" APN #116-191-003-000 for \$18,940.00, Pursuant to Revenue and Taxation Code 3771-3841; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

D. ENVIRONMENTAL HEALTH - Rob Robinette

- 1) Approve and authorize Chair to ratify and sign an agreement amendment between Plumas County and "California Association of Environmental Health Administrators" (CAEHA) for fire clean-up support; effective March 1, 2022, extending through June 30, 2026. Approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign an agreement amendment between Plumas County and "California Association of Environmental Health Administrators" (CAEHA) for fire clean-up support; effective March 1, 2022, extending through June 30, 2026. Approved as to form by County

Counsel; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

Environmental Health Director Rob Robinette presents

- 2) Approve and authorize supplemental budget transfer(s) of \$10,000 from Fund 0001 to Environmental Health Professional Services (2050052/521900) to cover the over-budget costs associated with the amendment to the California Association of Environmental Health Administrators (CAEHA); approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of \$10,000 from Fund 0001 to Environmental Health Professional Services (2050052/521900) to cover the over-budget costs associated with the amendment to the California Association of Environmental Health Administrators (CAEHA); approved by Auditor/Controller. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Environmental Health Director Rob Robinette presents

E. SHERIFF'S OFFICE - Chad Hermann

- 1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas authorizing Plumas County Sheriff's Office Hiring Bonus Incentive; (General Fund Impact) as approved in FY 25/26 adopted budget #70330/#5100; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve Adopt [RESOLUTION No. 25-9093](#) of the Board of Supervisors of the County of Plumas authorizing Plumas County Sheriff's Office Hiring Bonus Incentive; (General Fund Impact) as approved in FY 25/26 adopted budget #70330/#5100; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

F. SOCIAL SERVICES - Jennifer Bromby

- 1) Receive a presentation from Jennifer Bromby, Acting Social Services Director on funding updates; discussion and possible direction to staff.

Motion: Pursue hiring incentives for recruiting. Approve Receive a presentation from Jennifer Bromby, Acting Social Services Director on funding updates; discussion and possible direction to staff., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **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, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall. The Board received a presentation from Jennifer Bromby, Acting Social Services Director.

Supervisor Hall comments

Supervisor McGowan comments

Facilities Director Nick Collin comments

G. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Receive a presentation from Sharon Sousa, Behavioral Health Director on Critical Staffing updates; discussion and possible direction to staff.

The Board received a presentation from Sharon Sousa, Behavioral Health Director.

Supervisor Hall comments

Supervisor McGowan comments

Facilities Director Nick Collin comments

Jennifer Bromby comments

Che Shannon comments

Motion: Pursue bonus hiring incentives for recruitments. Approve Receive a presentation from Sharon Sousa, Behavioral Health Director on Critical Staffing updates; discussion and possible direction to staff.,

Action: Approve, Moved by Supervisor - District 4, Vice-Chair Hall, Seconded by Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

H. HUMAN RESOURCES - Joshua Mizrahi

- 1) Approve **RESOLUTION** to amend Fiscal Year 2025-2026 Position Allocation for Social Services Department, Budget Unit #70590; approved as to form by County Counsel; discussion and possible action.

THIS ITEM WAS PULLED AT THE REQUEST OF THE HUMAN RESOURCES DIRECTOR

- 2) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1 FTE County Administrative Officer; (General Fund Impact) as approved in FY25/26 adopted budget.

Motion: Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1 FTE County Administrative Officer; (General Fund Impact) as approved in FY25/26 adopted budget., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Human Resources Director Josh Mizrahi presents

Plumas Sun comments

- 3) Adopt **RESOLUTION** to amend County Administrative Officer Job Classification, Base Wage \$100.15/Hour; superseding Plumas County Resolution 2022-8684; General Fund Impact, Budget Unit #20030; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

Motion: Approve Adopt [RESOLUTION No. 25-9094](#) to amend County Administrative Officer Job Classification, Base Wage \$100.15/Hour; superseding Plumas County Resolution 2022-8684; General Fund Impact, Budget Unit #20030; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Human Resources Director Josh Mizrahi presents

Supervisor McGowan comments

I. DISASTER RECOVERY - Keli Ward

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Indian Valley Community Services District (IVCSD) under the Building Resilient Infrastructure and Communities (BRIC22-PA01850) Plumas County Round Valley Reservoir Climate Adaptation and NBS (Nature-Based Solutions) Project Scoping grant for project management and community engagement and outreach; effective November 10, 2025; not to exceed \$8,676.00; No General Fund Impact BRIC grant funds; 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 and Indian Valley Community Services District (IVCSD) under the Building Resilient Infrastructure and Communities (BRIC22-PA01850) Plumas County Round Valley Reservoir Climate Adaptation and NBS (Nature-Based Solutions) Project Scoping grant for project management and community engagement and outreach; effective November 10, 2025; not to exceed \$8,676.00; No General Fund Impact BRIC grant funds; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Disaster Recovery Coordinator Keli Ward presents

Supervisor Hall comments

- 2) Approve and authorize chair to sign a letter to Congressman Kevin Kiley's office requesting assistance in obtaining a signature from the U.S. Secretary of Homeland Security, Kristi Noem, for the Plumas County Ignition-Resistant Construction and Defensible Space FEMA Hazard Mitigation Grant Program Project; discussion and possible action or direction to staff.

Motion: Approve and authorize chair to sign a letter to Congressman Kevin Kiley's office requesting assistance in obtaining a signature from the U.S. Secretary of Homeland Security, Kristi Noem, for the Plumas County Ignition-Resistant Construction and Defensible Space FEMA Hazard Mitigation Grant Program Project; discussion and possible action or direction to staff., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Disaster Recovery Coordinator Keli Ward presents

Supervisor Hall comments

Send to Representative Doug LaMalfa's office as well.

J. GRANTS MANAGER - Zachary Gately

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County CAO Office and Sierra Buttes Trail Stewardship to complete the extended State Agreement R21-03-84-D01; effective July 1, 2025; not to exceed \$170,417.77; No General Fund Impact as this contract is grant funded through the California State Parks Off-Highway Motor Vehicle Recreation Division; 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 CAO Office and Sierra Buttes Trail Stewardship to complete the extended State Agreement R21-03-84-D01; effective July 1, 2025; not to exceed \$170,417.77; No General Fund Impact as this contract is grant funded through the California State Parks Off-Highway Motor Vehicle Recreation Division; approved as to form by County Counsel; discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Grant Manager Zach Gately presents

- 2) Approve and authorize supplemental budget transfer of \$120,092 from ARPA Fund (0021) Balance to County Administrative Officer TRF-ARPA Funds (2003048-48021) to cover the budgeted salary and benefits for one grant funded employee; approved by Auditor/Controller.

Four/Fifths roll call vote

Motion: Approve and authorize supplemental budget transfer of \$120,092 from ARPA Fund (0021) Balance to County Administrative Officer TRF-ARPA Funds (2003048-48021) to cover the budgeted salary and benefits for one grant funded employee; approved by Auditor/Controller. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **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, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Grant Manager Zach Gately presents

Supervisor McGowan comments

3. BOARD OF SUPERVISORS

A. APPEAL HEARING 11:30A.M.

- 1) Appeal of the Quincy Design Review decision of November 6, 2025, denying a Building Permit Application #25-891 for an uncovered, elevated deck and stairs and a second story door/window at 627 Main Street, Quincy, CA. Per Plumas County Code, Article 10 of Chapter 2 of Title 9 (Planning and Zoning) appeal filed by Benjamin Williamson (appellant) on November 18, 2025, meets the requirements for filing and fees were paid; Hearing procedures shall follow Plumas County Code Sec. 9-2.1007; discussion and possible action

Motion: Bring back to the Quincy Design Review Committee with modifications and waive fees if brought back before the Board of Supervisors. Approve Appeal of the Quincy Design Review decision of November 6, 2025, denying a Building Permit Application #25-891 for an uncovered, elevated deck and stairs and a second story door/window at 627 Main Street, Quincy, CA. Per Plumas County Code, Article 10 of Chapter 2 of Title 9 (Planning and Zoning) appeal filed by Benjamin Williamson (appellant) on November 18, 2025, meets the requirements for filing and fees were paid; Hearing procedures shall follow Plumas County Code Sec. 9-2.1007; discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

The Board heard from the appellant and others regarding his building permit and red tag on his property.

B. ADJOURN AS THE BOARD OF SUPERVISORS AND CONVENE AS THE BOARD OF EQUALIZATION

- 1) The Board of Equalization will meet and discuss setting dates for outstanding Assessment Appeals; discussion and possible direction to staff.

Motion: Approve The Board of Equalization will meet and discuss setting dates for outstanding Assessment Appeals; discussion and possible direction to staff., **Action:** Approve, **Moved by** Supervisor -

District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

The Board of Equalization will schedule Grocery Outlet Assessment Hearing on February 17, 2026, and O'Reilly's Auto Parts Assessment Hearing on March 3, 2026, both at 1:00pm.

C. ADJOURN AS THE BOARD OF EQUALIZATION AND RECONVENE AS THE BOARD OF SUPERVISORS

D. APPOINTMENTS

- 1) Appoint Stephen Voboril to the Chester Public Utility District Board, for a term ending December 2027; discussion and possible action.

Motion: Approve Appoint Stephen Voboril to the Chester Public Utility District Board, for a term ending December 2027; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

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

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (2 cases)
- B. Public Employee Discipline/Dismissal/Release: Appeal of Notice of Discipline, pursuant to Government Code §54957

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported the following reportable actions taken during closed session.

Item 4.A No reportable action

Item 4.B Claim was denied.

5. ADJOURNMENT

Adjourned meeting to Tuesday, December 30, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

Adjourned meeting to Tuesday, December 23, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

[MIN_SIGNATURES]



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON DECEMBER 23, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Martee and Norm led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss mentioned that there is a typo for item No. A.1 (should be Smith not Smtih)
Chair Goss requested that items 2.B & 3.A, 4.A be removed 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.

No public comments

ACTION AGENDA

A. TIME CERTAIN: 10:30A.M. -

1) Auditor

Review and approve the Fiscal Year 22/23 audits, audited by Smith and Newell, CPA; discussion and possible action.

Motion: Approve Review and approve the Fiscal Year 22/23 audits, audited by Smith and Newell, CPA; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Auditor-Controller Martee Nieman presents

Norm with Smith & Newell presents

Supervisor Hall comments

Supervisor McGowan comments

Linda M. comments

Dan K. comments

Supervisor Engel comments

2) TREASURER-TAX COLLECTOR

Review and approve the Fiscal Year 2022/2023 Treasury Oversight Audits; audited by Smith and Newell; discussion and possible action.

Motion: Approve Review and approve the Fiscal Year 2022/2023 Treasury Oversight Audits; audited by Smith and Newell; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Auditor-Controller Martee Nieman presents

Norm with Smith & Newell presents

3) PLUMAS COUNTY TOURISM

CONTINUED FROM DECEMBER 16, 2025, PUBLIC HEARING:

Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas declaring the results of majority protest proceedings and renewing the Plumas County Tourism Marketing District (PCTMD); potential General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote **Please refer to the back-up material from December 9, and 16, 2025 meetings for public comments that were received.**

Motion: Approve Adopt a [RESOLUTION No. 25-9095](#) of the Board of Supervisors of the County of Plumas declaring the results of majority protest proceedings and renewing the Plumas County Tourism Marketing District (PCTMD); potential General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote **Please refer to the back-up material from December 9, and 16, 2025 meetings for public comments that were received.** , **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Chair Goss comments

Supervisor Hall comments

Supervisor Engel comments

Supervisor McGowan comments

Linda M. comments

Clint K. comments

1. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. PUBLIC WORKS/ROAD

- 1) Approve and authorize the chair to sign Amendment 9 between Plumas County Department of Public Works and MGE Engineering, Inc. to provide contract document preparation for Graeagle-Johnsville Road Paving overlay; No General Fund Impact; road funds; approved as to form by County Counsel.
- 2) Approve and authorize the chair to sign Amendment 10 between Plumas County Department of Public Works and MGE Engineering, Inc. to provide contract document preparation for Snake Lake Bridge Replacement; No General Fund Impact; road funds; approved as to form by County Counsel.

B. ENVIRONMENTAL HEALTH

- 1) **INFORMATIONAL ITEM:** Approve and authorize supplemental budget transfer(s) of \$10,000 from Fund 0001 to Environmental Health Professional Services (2050052/521900) to cover the over-budget costs associated with the amendment to the California Association of Environmental Health Administrators (CAEHA); approved by Auditor/Controller. **ON DECEMBER 16, 2025, THIS ITEM INCORRECTLY STATED THE WRONG ACCOUNT NUMBER FOR THE TRANSFER-IN. IT SHOULD READ 2055052/521900 (PROFESSIONAL SERVICES).**

2. DEPARTMENTAL MATTERS

A. LIBRARY - Dora Mitchell

- 1) Approve and authorize Library to recruit and fill, funded and allocated, vacant .863 FTE Branch Library Assistant I; (General Fund Impact) as approved in FY25/26 adopted budget.

Motion: Approve and authorize Library to recruit and fill, funded and allocated, vacant .863 FTE Branch Library Assistant I; (General Fund Impact) as approved in FY25/26 adopted budget., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

- 2) Approve closure of Chester Branch Library on January 5th, 6th, and 7th for installation of new flooring.

Motion: Approve closure of Chester Branch Library on January 5th, 6th, and 7th for installation of new flooring., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

B. HUMAN RESOURCES - Joshua Mizrahi

- 1) Approve **RESOLUTION** to amend Fiscal Year 2025-2026 Position Allocation for Social Services Department, Budget Unit #70590; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

THIS ITEM HAS BEEN PULLED AT THE REQUEST OF THE HUMAN RESOURCES DIRECTOR

C. SHERIFF'S OFFICE - Chad Hermann

- 1) Approve and authorize a \$60,000.00 budget transfer from General Fund Contingency account (20980/528400) to the Jail for Inmate Medical Services (70380/521980); approved by Auditor-Controller; discussion and possible action. **Four/fifths roll call vote.**

Motion: Approve and authorize a \$60,000.00 budget transfer from General Fund Contingency account (20980/528400) to the Jail for Inmate Medical Services (70380/521980); approved by Auditor-Controller; discussion and possible action. **Four/fifths roll call vote., Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sheriff Hermann presents

Supervisor McGowan comments

- 2) Adopt **RESOLUTION** authorizing Plumas County Sheriff's Office Hiring Bonus Incentive; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve Adopt [RESOLUTION No. 25-9096](#) authorizing Plumas County Sheriff's Office Hiring Bonus Incentive; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sheriff Hermann presents

D. PLANNING - Tracey Ferguson

- 1) **11AM TIME CERTAIN – PUBLIC HEARING:** Pursuant to California Government Code Sections 25123(d), 25126, and 25131 adopt an **ORDINANCE** of the County of Plumas, State of California, Amending Chapter 9 to Title 4 of the Plumas County Code Concerning Debris Removal and Emergency Interim Housing during Recovery from the Beckwourth Complex and Dixie Fires; approved as to form by County Counsel. **Four/fifths required roll call vote.**

Motion: Approve **11AM TIME CERTAIN – PUBLIC HEARING:** Pursuant to California Government Code Sections 25123(d), 25126, and 25131 adopt an [ORDINANCE No. 25-1162](#) of the County of Plumas, State of California, Amending Chapter 9 to Title 4 of the Plumas County Code Concerning Debris Removal and Emergency Interim Housing during Recovery from the Beckwourth Complex and Dixie Fires; approved as to form by County Counsel. **Four/fifths required roll call vote., Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

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

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Planning Director Tracey Ferguson presents
Supervisor McGowan comments
Chair Goss comments
Six-month extension was approved as well as the Notice of Exemption.

3. BOARD OF SUPERVISORS

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

THIS ITEM HAS BEEN PULLED OFF THE AGENDA AT THE REQUEST OF THE CHAIR

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

CLOSED SESSION WAS PULLED OFF THE AGENDA AT THE REQUEST OF THE CHAIR

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

5. ADJOURNMENT

Adjourned meeting to Tuesday, January 6, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: January 6, 2026

SUBJECT: Approve and authorize a supplemental budget transfer for the Sheriff's Supplemental Law Enforcement Services Fund (SLESF) for unanticipated revenue received in the amount of \$50,000.00 for department 70356 (Sheriff's SLESF)/44393 (Fed/State Aid) and expenditures to offset revenue for 70356 (Sheriff's SLESF)/542600 (Equipment); approved by Auditor/Controller. **Four/fifths roll call vote**

Recommendation:

Approve and authorize a supplemental budget transfer for the Sheriff's Supplemental Law Enforcement Services Fund (SLESF) for unanticipated revenue received in the amount of \$50,000.00 for department 70356 (Sheriff's SLESF)/44393 (Fed/State Aid) and expenditures to offset revenue for 70356 (Sheriff's SLESF)/542600 (Equipment); approved by Auditor/Controller. **Four/fifths roll call vote**

Background and Discussion:

The Sheriff's Supplemental Law Enforcement Services Fund (SLESF) is state funds received annually for the Citizen's Option for Public Safety (COPS). The funding is required to be used for frontline law enforcement needs. The revenue is allocated at \$100,000.00 per fiscal year and includes an additional payment for growth funds. The projected growth funds are estimated. The amount received was \$50,000.00 more than the estimated amount budgeted for FY 25/26. This supplemental budget request will allow the Sheriff's Office to spend the funds on needed equipment.

Action:

Approve and authorize a supplemental budget transfer for the Sheriff's Supplemental Law Enforcement Services Fund (SLESF) for unanticipated revenue received in the amount of \$50,000.00 for department 70356 (Sheriff's SLESF)/44393 (Fed/State Aid) and expenditures to offset revenue for 70356 (Sheriff's SLESF)/542600 (Equipment); approved by Auditor/Controller. **Four/fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) Sheriff's Supplemental Law Enforcement Services Funds (SLESF)

Attachments:

1. Sheriff SLESF - 70356 Supplemental Budget

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: SHERIFF - SLESF

Dept. No: 70356

Date 11/24/2025

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|---------------|-----------|
| 0017G | 70356 | 44393 | FED/STATE AID | 50,000.00 |
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| Total (must equal transfer to total) | | | | 50,000.00 |

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|--------------|-----------|
| 0017G | 70356 | 542600 | EQUIPMENT | 50,000.00 |
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| Total (must equal transfer to total) | | | | 50,000.00 |

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) ADDITIONAL REVENUE RECEIVED

B) MORE REVENUE RECEIVED THAN ANTICIPATED

C) EXPENSES TO BE INCURRED THIS FISCAL YEAR

D) SPECIAL GROWTH ACCOUNT REVENUES FOR THIS DEPT WERE MORE THAN ANTICIPATED

Approved by Department Signing Authority: Ron Jowery

☒ Approved/ Recommended ☐ Disapproved/ Not recommended

Auditor/Controller Signature: Monte Nemea

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

RECEIVED

NOV 25 2025

PLUMAS COUNTY
AUDITOR-CONTROLLER



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Roni Towery
MEETING DATE: January 6, 2026
SUBJECT: Authorize the Plumas County Sheriff's Office/Animal Services to accept a private donation of \$5,000.00 to be used for the direct care and adoption sponsorship for animals housed at the Plumas County Animal Shelter.

Recommendation:

Authorize the Plumas County Sheriff's Office/Animal Services to accept a private donation of \$5,000.00 to be used for the direct care and adoption sponsorship for animals housed at the Plumas County Animal Shelter.

Background and Discussion:

The Board of Supervisors is required to authorize acceptance of large donations to ensure that the funds will be expended as the donor requests. The donor has requested that the \$5,000.00 donation be spent on direct care and adoption sponsorship for the animals housed at the Plumas County Animal Shelter. The Animal Shelter staff has compiled a list for how the donated funds will be spent following the donor's request and it is included in the agenda packet.

Action:

Authorize the Plumas County Sheriff's Office/Animal Services to accept a private donation of \$5,000.00 to be used for the direct care and adoption sponsorship for animals housed at the Plumas County Animal Shelter.

Fiscal Impact:

No General Fund Impact - Donated funds

Attachments:

1. AC Donation Letter
2. Items to Purchase With Donation

Dear Director,

12/15/25

I'm sorry I don't know your name but when I called your office, I just got a recording.

Enclosed herewith is a donation for all of the animals in your care.

I would prefer that this money go directly to their care - for food, medicine, perhaps you could sponsor a few "free adoption" days for people who want to get a pet. I am happy to be able to help these animals & pray that they find a loving family to care for them.

I am a very private person. What I do with my money is between me & the Good Lord. I don't need hoopla or fanfare when a simple "thank you" will suffice.

Our pets are our family. Many people put a lot of love and care toward their dog, cat, rabbit, etc. I had a wonderful cat, named MAX, who was homeless when he found me.

Purchasable items with donation:

- Start 2026 with sponsoring 100 adoption fees (\$10 each up to \$1000)
- DAPP vaccines (1 unit with 25 doses) and tapeworm dewormer (4 units) for dogs and FeLV vaccines for cats (1 unit with 25 doses)
 - Dogs: https://www.valleyvet.com/ct_detail.html?pgguid=30e07745-7b6a-11d5-a192-00b0d0204ae5 (vaccines),
https://www.valleyvet.com/ct_detail.html?pgguid=4f1bd729-3d0d-4b89-8ec5-c302d724b648 (dewormer)
 - Cats: https://www.valleyvet.com/ct_detail.html?pgguid=b4f1d7a4-541f-4a04-819f-9d2822f4c8ef
 - (total would be: \$538.84, shipping is free)
- Varied enrichment toys
- Plenty of dental/oral care treats for different sizes of dogs (small, medium, large)
- Kitty dental treats (typically only one size)
- Softer jerky type treats for dogs (works way better than crunchy ones for making friends with dogs or catching skittish ones)
 - This type or similar <https://www.chewy.com/full-moon-natural-essentials-jerky/dp/251005>
- Dog shampoo and cat shampoo
- Waterless shampoo for cats and for dogs
- A couple new grooming tools (i.e. brushes and possibly a pair of wireless clippers)
- Wash station to replace the feed trough in the creature shower
 - <https://www.chewy.com/coziwow-dog-bathing-washing-station/dp/2375798> discounted 36% as of 12/22/25



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Roni Towery
MEETING DATE: January 6, 2026
SUBJECT: Approve and authorize supplemental budget adjustment in the amount of \$5,000.00 for Animal Control/Donations revenue account (20428/46239) to be expended from Animal Control/Special Dept Animal expense account (20428/524405); approved by Auditor/Controller. Four/Fifths roll call vote

Recommendation:

Approve and authorize supplemental budget adjustment in the amount of \$5,000.00 for Animal Control/Donations revenue account (20428/46239) to be expended from Animal Control/Special Dept Animal expense account (20428/524405)

Background and Discussion:

The previous item was for authorization for the Sheriff's Office/Animal Services to accept a private donation of \$5,000.00 to be used on direct care and adoption sponsorship for animals housed at the Plumas County Animal Shelter. This supplemental budget request will allow the donated funds to be expended accordingly.

Action:

Approve and authorize supplemental budget adjustment in the amount of \$5,000.00 for Animal Control/Donations revenue account (20428/46239) to be expended from Animal Control/Special Dept Animal expense account (20428/524405)

Fiscal Impact:

No General Fund Impact. Donated funds

Attachments:

1. 12-22-25 Supplemental Budget for Donation

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: ANIMAL CONTROL

Dept. No: 20428

Date 12/22/2025

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|--------------|-----------|
| 0001 | 20428 | 46239 | DONATIONS | 5,000.00 |
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| Total (must equal transfer to total) | | | | 5,000.00 |

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|--------|--------|-----------------------|-----------|
| 0001 | 20428 | 524405 | SPECIAL DEPT - ANIMAL | 5,000.00 |
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| Total (must equal transfer to total) | | | | 5,000.00 |

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) UNANTICIPATED DONATION

B) N/A

C) DONATION RECEIVED IN FY 25/26

D) DONATION FOR ANIMAL CARE

Approved by Department Signing Authority: _____

Ron Jowery

☒ Approved/ Recommended

____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Martee N. Jones

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: January 6, 2026

SUBJECT: **11:00 AM - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California **ADMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE;** approved as to form by County Counsel.; discussion and possible action. No General Fund Impact.
Roll call vote

Recommendation:

The Department of Public Works recommends amending Section 4-3.506 (w) (1) (ii) to Article 5 of Chapter 3 of Title 4 of the Plumas County Code to read:

- ii. On both sides of Lee Road from the crossing of Mill Creek to the intersection of Mill Creek Road.

The Department of Public Works respectfully requests the Board of Supervisors hold the public hearing on the ordinance, introduce and waive the first reading of the ordinance, and schedule adoption of the ordinance at the next regularly scheduled Board of Supervisors meeting.

Background and Discussion:

Recent events nationwide have prompted local law enforcement to review school facilities in order to access potential security concerns. During one such review, it was noted that parking along the north boundary of the Pioneer School play field, adjacent to Lee Rd was one area of concern. It was determined during a meeting between the California Highway Patrol, the Plumas County Department of Public Works and the Plumas County Superintendent of Schools, that the best option would be to create a "No Parking Zone" adjacent Pioneer Elementary School along Lee Road.

Action:

11:00 AM - PUBLIC HEARING: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California **ADMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE;** approved as to form by County Counsel.; discussion and possible action. No General Fund Impact.
Roll call vote

Fiscal Impact:

No General Fund impact. Road.

Attachments:

- 1. Ordinance - PES No Parking Zone - CC Approved

Plumas County, California
ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE [Updating parking restrictions on Lee Road in Quincy, California]

The Board of Supervisors of the County of Plumas ORDAIN as follows:

Section 1. Legislative Intent:

Amend Section 4-3.506 (w) (1) to Article 5 of Chapter 3 of Title 4 of the Plumas County Code

Section 2. Section 4-3.506 of the Plumas County Code is amended to read as follows:

• **Sec. 4-3.506. – Parking in Quincy, California.**

(w) *Lee Road.*

- 1) It shall be unlawful for any person to park any vehicle at any time at the following locations on Lee Road:
 - i. On the north side of Lee Road from the intersection of Quincy Junction Road to Bell Lane.
 - ii. On both sides of Lee Road from the crossing of Mill Creek to the intersection of Mill Creek Road.
 - iii. On the south side of Lee Road from the intersection of Quincy Junction Road to Gate #2 of the Plumas County Fairgrounds.
 - iv. On the south side of Lee Road from easterly boundary of the Plumas County Fairgrounds to the intersection of North Mill Creek Road

Section 3. Effective and operational dates; Codification.

This ordinance shall be effective and operative 30 days from the date of adoption. Section 2 of the ordinance shall be codified, and the remaining sections shall be uncodedified.

The foregoing ordinance was introduced on _____, and adopted on _____, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:

NOES:


ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: January 6, 2026

SUBJECT: Adopt **RESOLUTION** Re-Establishing the Plumas County Treasury Oversight Committee, pursuant to Government Code §27131; (No General Fund Impact); approved as to form by County Counsel; discussion and request to Treasurer to nominate committee members. Roll call vote

Recommendation:

Adopt **RESOLUTION** Re-Establishing the Plumas County Treasury Oversight Committee, pursuant to Government Code §27131; (No General Fund Impact); approved as to form by County Counsel; discussion and request to Treasurer to nominate committee members. **Roll call vote**

Background and Discussion:

The board of supervisors in each county or city and county may, if the county or city and county is investing surplus funds, establish a county treasury oversight committee. The board of supervisors, in consultation with the county treasurer, shall determine the exact size of the committee, which shall consist of from 3 to 11 members, and the categories from which the members shall be represented, as specified in [subdivisions \(a\) to \(g\), inclusive, of Section 27132](#). Members shall be nominated by the treasurer and confirmed by the board of supervisors.

Action:

Adopt **RESOLUTION** Re-Establishing the Plumas County Treasury Oversight Committee, pursuant to Government Code §27131; (No General Fund Impact); approved as to form by County Counsel; discussion and request to Treasurer to nominate committee members. **Roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 7327 FINAL

RESOLUTION NO. _____

RESOLUTION RE-ESTABLISHING THE TREASURY OVERSIGHT COMMITTEE

WHEREAS, the State Legislature has declared that the creation of county treasury oversight committees will promote public interest by involving depositors, enhancing the security and investment return on their funds by providing a more stable and predictable balance for investment by establishing criteria for the withdrawal of funds; and

WHEREAS, pursuant to Government Code Section 27131, if a county is investing surplus funds, the county board of supervisors may establish a county treasury oversight committee in accordance with Government Code Sections 27130 -27137; and

WHEREAS, the Plumas County Board of Supervisors established a Treasury Oversight Committee by Resolution 96-5854; and

WHEREAS, the State Legislature in 2004 made the Treasury Oversight Committee optional not a mandate, the Plumas County Board of Supervisors passed Resolution 2007-7356 dissolving the Treasury Oversight Committee, however the Treasury Oversight audits continued; and

WHEREAS, the County of Plumas wishes to re-establish the Treasury Oversight Committee with 3-11 members per Government Code 27132 and will meet quarterly.

NOW, THEREFORE, THE BOARD OF SUPERVISORS HEREBY RESOLVES: The Plumas County Treasury Oversight Committee is hereby re-established as follows:

1. The Committee shall consist of the following members:
 - (a) The County Treasurer.
 - (b) The County Auditor.
 - (c) A representative appointed by the County Board of Supervisors.
 - (d) The County Superintendent of schools or his or her designee.
 - (e) A representative selected by a majority of presiding officers of the legislative bodies of the school district and community college districts in the county.
 - (f) A representative selected by a majority of the presiding officers of the legislative bodies of the special districts.
 - (g) Up to five members of the public.
2. A member may not be employed by an entity that has contributed to a re-election campaign of the local treasurer or a member of the legislative body of the local agency in the previous three years.
3. A member may not directly or indirectly raise money for the county treasurer or a member of the board of supervisors while a member of the committee.
4. A member may not secure employment with bond underwriters, bond counsel, security brokerages or dealers, or with financial services firms for three years after leaving the committee.

5. Committee meetings shall be open to the public and subject to the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5).

6. The county treasurer shall annually prepare an investment policy that will be reviewed and monitored by the county treasury oversight committee and approved by the Board of Supervisors. This policy shall include the requirements specified in Government Code 27133, items a-h.

7. The county treasury oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with this article. The audit may include issues relating to the structure of the investment portfolio and risk.

8. The cost of complying with this article shall be county charges and may be included with those charges enumerated under Section 27013, administrative cost of the treasury.

9. Notwithstanding any other provision of law, any local agency, public agency, public entity, or public official that has funds on deposit in the county treasury pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the county treasurer before withdrawing funds from the county treasury pool.

10. The county treasurer shall evaluate each proposed withdrawal for its consistency with the criteria adopted pursuant to subdivision (h) of Government Code Section 27133. Prior to approving or disapproving of a withdrawal, the county treasurer shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the county treasurer pool.

Nothing in this resolution shall be construed to allow the county treasury oversight committee to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the county treasury.

Passed and adopted this 6th day of January 2026, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:

NOES:


ABSENT:

Plumas County Chairman of the Board, Kevin Goss

Clerk of the Board of Supervisors

BY: _____

Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office
Page 100 of 100



**PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: David Hollister, District Attorney

MEETING DATE: January 6, 2026

SUBJECT: Approve Request for Budget Appropriation Transfer in the amount of \$15,000 from Fund Balance not budgeted during FY2025-26 budget hearings for the Environmental Settlements department 70312; (No General Fund Impact) approved by Auditor/Controller: discussion and possible action. **Four/fifths Roll Call vote**

Recommendation:

Approve Request for Budget Appropriation Transfer in the amount of \$15,000 from Fund Balance not budgeted during FY2025-26 budget hearings for the Environmental Settlements department 70312; (No General Fund Impact) approved by Auditor/Controller: discussion and possible action. **Four/fifths Roll Call vote**

Background and Discussion:

The Plumas County District Attorney's Office maintains certain funds in Department 70312 which are restricted to the use of environmental prosecutions. I submit the removal of vehicles abandoned on Plumas County roadways is an integral part of current and upcoming environmental prosecutions. A 2009 publication from the United States Environmental Protection Agency (EPA) found "abandoned vehicles pose an environmental and human health threat." Among the environmental and health concerns regarding abandoned vehicles are "abandoned vehicles are often utilized to store garbage and other refuse which may attract pests and become disease vector breeding grounds; Abandoned vehicles are a visual blight and can be detrimental to local businesses; Abandoned vehicles can be targets of arson and vandalism; Fluids like gasoline/ diesel fuel, and power steering and brake fluids can leak, polluting soil, groundwater and surface water; and Vehicles contain other materials that may harm the environment... such as lead-acid batteries and mercury switches." I am requesting the Board of Supervisors to support the use of an additional \$15,000 of restricted environmental protection funds to continue addressing Plumas county's abandoned vehicle problem.

Action:

Approve Request for Budget Appropriation Transfer in the amount of \$15,000 from Fund Balance not budgeted during FY2025-26 budget hearings for the Environmental Settlements department 70312; (No General Fund Impact) approved by Auditor/Controller: discussion and possible action. **Four/fifths Roll Call vote**

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. DA Budget Transfer for January 6, 2026 BOS

COUNTY OF PLUMAS
R BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Dept. Environmental Settlement

1. The reason for this request is (check one):

- | | | | |
|----|-------------------------------------|--|---------|
| A. | <input type="checkbox"/> | Transfer to/from Contingencies OR between Departments | Board |
| B. | <input checked="" type="checkbox"/> | Supplemental Budgets (including budget reductions) | Board |
| C. | <input type="checkbox"/> | Transfers to/from or new Fixed Asset, within or from a 51XXX | Board |
| D. | <input type="checkbox"/> | Transfer within Department, except fixed assets | Auditor |
| E. | | Establish any new account except fixed assets | Auditor |

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|-------------------------|----------|--------------------------------------|
| TRANSFER FROM OR | X | SUPPLEMENTAL REVENUE ACCOUNTS |
|-------------------------|----------|--------------------------------------|

(CHECK "TRANSFER FROM: IF TRANSFER WITHING EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, (NEW UNBUDGETED REVENUE)

| <u>FUND #</u> | <u>DEPT. #</u> | <u>ACCT. #</u> | <u>ACCOUNT NAME</u> | <u>\$ AMOUNT</u> |
|---------------|----------------|----------------|---------------------------------------|------------------|
| 00D2 ✓ | 70312 ✓ | | Environmental Settlement Fund Balance | 15,000.00 |
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| TOTAL: | | | | 15,000.00 |

TRANSFER TO:

| <u>FUND #</u> | <u>DEPT. #</u> | <u>ACCT. #</u> | <u>ACCOUNT NAME</u> | <u>\$ AMOUNT</u> |
|---------------|----------------|----------------|---------------------|------------------|
| 00D2 | 7031258 | 58001 | Transfer Out | 15,000.00 |
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| TOTAL: | | | | 15,000.00 |

RECEIVED TOTAL:

Supplemental budget requests require Auditor/Controller's Signature

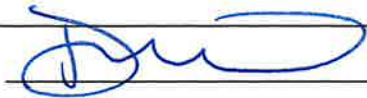
Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

PLUMAS COUNTY
AUDITOR-CONTROLLER

In the space below, state (a) reason for request (b) reason why there are sufficient balances in affected account to finance transfer (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

- A) Use of some fund balance to help with Abandoned Vehicle Abatement
- B) Fund Balance, not a transfer
- C) Vehicles need to be removed from highways ASAP
- D) No change in revenue.

Approved by Signing Authority:



12/11/2025

☒

/ Approved/Recommended



/ Disapproved/Not Recommended

County Administrative Officer:

Signature

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board signature _____

Date Entered by Auditor Controller _____ Initials _____

Original and 1 copy of ALL transfers go to Auditor/Controller; If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

IF one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor.

ORG: 00D2010 OBJ: 10100 PROJ: DESC: CASH - OPERATING
Report for effective dates 12/10/2025 to 12/10/2025

CREDITS

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|-------------|------------|------|
| TOTALS | 0.00 | 0.00 |
| END BALANCE | 866,845.40 | |

END OF REPORT - Generated by Nicole Romero



**PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: January 6, 2026
SUBJECT: Code Enforcement

Recommendation:

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Background and Discussion:

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Action:

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Fiscal Impact:

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Attachments:

None



**PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Heidi Wightman, Department Fiscal Officer II

MEETING DATE: January 6, 2026

SUBJECT: Approve and authorize supplemental budget of \$15,000 in 48000 (Transfer In) and 521911 (Professional Services Vehicle Abatement) to cover the over-budget costs associated with vehicle towing authorized by the District Attorney's office. No General Fund Impact; approved by Auditor/Controller. Discussion and possible action. Four/Fifths roll call vote.

Recommendation:

Approve and authorize supplemental budget of \$15,000

Background and Discussion:

On December 3, 2024, the Board of Supervisors granted the District Attorney's office the authority to remove abandoned vehicles with the use of up to \$50,000 from the District Attorney Restricted Environmental Settlements fund to reimburse costs for vehicles to be towed and dismantled pursuant to VC 22669 in conjunction with prosecutions under Plumas County Code 5-8.15. With the assistance of the Plumas County Sheriffs Office, California Highway Patrol, Plumas County Code Enforcement, and Plumas County Public Works, a collaborative approach has been created, which will allow for the prompt removal of abandoned vehicles.

Because the Plumas County Code Enforcement Department has contracts with the local tow companies and auto dismantler, it was decided that invoices would be paid from the Code Enforcement Department and reimbursed by the District Attorney's office on a per invoice basis.

\$12,000 was budgeted for FY 2025/26. To date, \$11,382.50 has been expended, with \$10,865 in outstanding invoices. The additional 15,000 requested at this time is for the remainder of the 2025/26 fiscal year.

Action:

Approve the Supplemental Budget increasing Account 48000 (Transfer In) and Account 521911 (Vehicle Abatement Professional Services) by \$15,000 in Department 20450- Code Compliance.

Fiscal Impact:

None

Attachments:

1. Supplemental Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Code Compliance

Dept. No: 20450

Date 12/12/2025

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|-----------|---------|--------------|-----------|
| 0001 | 2045048 ✓ | 48000 ✓ | Transfer In | 15,000.00 |
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| Total (must equal transfer to total) | | | | 15,000.00 |

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------------------------------------|-----------|----------|----------------------------------|-----------|
| 0001 | 2045052 ✓ | 521911 ✓ | Vehicle Abatement Prof. Services | 15,000.00 |
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| Total (must equal transfer to total) | | | | 15,000.00 |

Supplemental budget requests require Auditor/Controller's signature _____

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) See attached memo.

B)

C)

D)

Approved by Department Signing Authority:

Heidi Wight

☒

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Marta Jene

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9143
(530) 283-7011

www.plumascounty.us



December 16, 2025

TO: The Honorable Board of Supervisors

FROM: Heidi Wightman, Department Fiscal Officer *HW*

SUBJECT: Agenda request for January 6, 2026

RE: Supplemental Budget increasing revenues and expenditures \$15,000 in the Code Compliance budget (Department 20450)

Recommended Action

Approve the Supplemental Budget increasing Account 48000 (Transfer In) and Account 521911 (Vehicle Abatement Professional Services) by \$15,000 in Department 20450 – Code Compliance.

Background

On December 3, 2024, the Board of Supervisors granted the District Attorney's office the authority to remove abandoned vehicles with the use of up to \$50,000 from the District Attorney Restricted Environmental Settlements fund to reimburse costs for vehicles to be towed and dismantled pursuant to VC 22669 in conjunction with prosecutions under Plumas County Code 5-8.15. With the assistance of the Plumas County Sheriff's Office, California Highway Patrol, Plumas County Code Enforcement, and Plumas County Public Works, a collaborative approach has been created, which will allow for the prompt removal of abandoned vehicles.

Because the Plumas County Code Enforcement Department has contracts with the local tow companies and auto dismantler, it was decided that invoices would be paid from the Code Enforcement Department and reimbursed by the District Attorney's office on a per invoice basis.

\$12,000 was budgeted for FY 2025/26. To date, \$11,382.50 has been expended, with \$10,865 in outstanding invoices. The additional \$15,000 requested at this time is for the remainder of the 2025/26 fiscal year.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Management Analyst I
MEETING DATE: January 6, 2026
SUBJECT: Approve the Public Health Agency's temporary change in hours of operation on Monday, January 12, 2026, April 13, 2026, and September 14, 2026, from 8:00 a.m. to 12:00 p.m. for a mandatory, all-staff in-person professional development training day; discussion and possible action

Recommendation:

The Director of Public Health respectfully requests a temporary change in hours of operation on Monday, January 12, 2026, April 13, 2026, and September 14, 2026, from 8:00 a.m. to 12:00 p.m., due to mandatory, all-staff in-person professional development training.

Background and Discussion:

The Public Health Agency is hosting a mandatory, all-staff, in-person professional development training day.

Action:

Approve the Public Health Agency's temporary change in hours of operation on Monday, January 12, 2026, April 13, 2026, and September 14, 2026, from 8:00 a.m. to 12:00 p.m. for a mandatory, all-staff in-person professional development training day; discussion and possible action

Fiscal Impact:

None

Attachments:

None



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: January 6, 2026

SUBJECT: Adopt **RESOLUTION** to authorize the Director of Public Health to sign the Subaward Agreement Number A25-0006-S009, between Plumas County Public Health Agency and Chico State Enterprises; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve a Resolution authorizing the Director of Public Health to accept funding in the amount of \$519,081.00 from Chico State Enterprises and authorize the Director to sign the Subaward agreement.

Background and Discussion:

Chico State Enterprises has been awarded the Mello-Granlund Senior Nutrition Program Infrastructure Grant by the California Department of Aging (CDA), a grant, for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. Plumas County Public Health Agency will purchase equipment in compliance with the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant Program (NI), affecting Senior Nutrition Programs authorized under the Mello-Granlund Older Californians Act. The attached Resolution has been approved by County Counsel.

Action:

Adopt **RESOLUTION** to authorize the Director of Public Health to sign the Subaward Agreement Number A25-0006-S009, between Plumas County Public Health Agency and Chico State Enterprises; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(No General Fund Impact) (Senior Nutrition and Transportation Services)

Attachments:

1. 7259 FINAL
2. 7259 GS FINAL

RESOLUTION NO. 25-_____

**RESOLUTION TO AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN THE
SUBAWARD AGREEMENT NUMBER A25-0006-S009, BETWEEN PLUMAS COUNTY
PUBLIC HEALTH AGENCY AND CHICO STATE ENTERPRISES.**

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

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

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

The Board of Supervisors accepts and approves Subaward Agreement number A25-0006-S009 with Chico State Enterprises for \$519,081.00, effective July 1, 2025, through June 30, 2026, and authorizes the Director of Public Health to execute the Subaward Agreement and all future amendments to said Subaward Agreement number A25-006-S009.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Board of Supervisors hereby ratifies Subaward Agreement number A25-0006-S009, effective July 1, 2025.

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 _____, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Name:

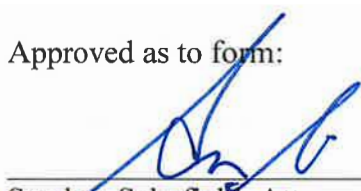
Chair, Plumas County Board of Supervisors

Attest:

Name:

Clerk, Plumas County Board of Supervisors

Approved as to form:



Stephen Schofield, Attorney
County Counsel's Office

SUBAWARD

| | |
|---|---------|
| SUBAWARD NUMBER A25-0006-S009 | AM. NO. |
| SUBRECIPIENT IDENTIFICATION NUMBER | |

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

PLUMAS COUNTY PUBLIC HEALTH AGENCY

, hereafter called Subrecipient

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

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subaward shall commence **7/1/2025** and will end **6/30/2026**. The maximum amount of this Subaward is **\$ 489,081.00** from the following funding sources:

| Funding Source | C1 Nutrition | C2 Nutrition | Transportation |
|-----------------------|----------------------|----------------------|---------------------|
| Federal | \$ 114,951.00 | \$ 122,146.00 | \$30,000.00 |
| State General Fund | \$ 10,910.00 | \$ 36,167.00 | |
| State GF Augmentation | \$ 27,316.00 | \$ 153,090.00 | |
| NSIP | \$ 7,048.00 | \$ 17,453.00 | |
| Total Groups | \$ 160,225.00 | \$ 328,856.00 | \$ 30,000.00 |
| Grand Total | 519,081.00 | | |

SPECIFIC CONDITION #1: As part of invoice backup documentation, Subrecipient will include a detailed General Ledger of all current expenses incurred with its submitted invoice.

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

Exhibit A1 – Scope of Work
Exhibit A2 – Scope of Services – Nutrition
Exhibit A3 – Scope of Services - Transportation
Exhibit B1 – Subrecipient Budget Detail
Exhibit B2 – Budget Detail, Payment Provisions, and Closeout
Exhibit C – General Terms and Conditions
Exhibit D – General Program Guide Terms and Conditions
Exhibit E – Specific Program Guide Terms and Conditions
Exhibit F – Prime Award – CDA MOU AAA-2425-03
Exhibit G – CDA Program Guide (released 08.01.2025)

| RECIPIENT | SUBRECIPIENT |
|---|---|
| CHICO STATE ENTERPRISES | PLUMAS COUNTY PUBLIC HEALTH AGENCY |
| BY: (AUTHORIZED SIGNATURE) DATE | BY: (AUTHORIZED SIGNATURE) DATE |
| PRINTED NAME AND TITLE OF PERSON SIGNING Leslie Cornick Provost & Vice President for Academic Affairs | PRINTED NAME AND TITLE OF PERSON SIGNING Nicole Reinert Director of Public Health |
| ADDRESS/E-MAIL 25 Main Street, Suite 203, Chico, CA 95928-5388 lcornick@csuchico.edu | ADDRESS/E-MAIL 270 County Hospital Road, Suite 306, Quincy, CA 95971 nicolereinert@countyofplumas.com |

Exhibit A1
Scope of Work

ARTICLE I. PROGRAM DEFINITIONS (Program Guide § 4.3)

Definitions Specific to Title III Programs

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

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

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

The Subrecipient shall:

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

agreement. #13

10. Facilitate RECIPIENT's process of monitoring, on an ongoing basis, Subrecipient's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subrecipient administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. #14
11. RECIPIENT must follow up and ensure that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2. #14
12. If this Subaward Agreement is for the provision of nutrition services, facilitate RECIPIENT's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year.
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
13. If this Subaward Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subrecipient's nutrition program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
14. Request, as needed, from RECIPIENT, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data. #15
15. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures. #16
16. Provide program information and assistance to the public. #17
17. Maintain a program data collection and reporting system as specified in Exhibit E of this Subaward agreement. #18
18. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:
 - a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388
 - b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926
 - c. Senior Center, 1335 Myers Street, Oroville, CA 95965
 - d. Colusa Multipurpose Senior Center, 10th and Parkhill, Colusa, CA 95932
 - e. Orland Senior Center, 19 Walker Street, Orland, CA 95963
 - f. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988
 - g. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020

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

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

The AAA shall:

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

11. Annually assess each Title III C-1 and C-2 client's nutrition risk using the DETERMINE Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]
 - a. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the Title IIIC – Intake and Assessment Forms Guide.
12. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.
 - a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]
 - b. The nutrition services provider must develop a suggested amount. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9.(b)]
- (1) Title III C-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]
- (2) Title III C-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.
13. Meet requirements for Title III To-Go Meals:
 - a. Title III C-1 To-Go Meals:
 - i. For C-1 To-Go meals that are consumed onsite:
 - a) At least a portion of the meal is consumed in a congregate setting. Congregate settings include indoors (restaurants, grocery stores, etc.) or outdoors (parks, picnics, food trucks, festivals, events, tailgate parties, etc.).
 - ii. For C-1 To-Go meals that are consumed offsite:
 - a) Meal is picked up by the client (or representative) or delivered to the client.
 - b) In-person or virtual interaction is included with the meal. Examples include:
 - 1) In-person group dining at a congregate site such as a restaurant, park, food truck, etc.)
 - 2) In-person, one-on-one interaction during the meal with program volunteer.
 - 3) Virtual group interaction scheduled by the nutrition provider such as nutrition education, virtual museum or travel tours, or group chat on virtual platforms such as GoogleMeet, Zoom, FaceTime, or similar applications that offer live interaction with participants.
 - 4) Virtual one-on-one interaction during the meal arranged by the nutrition provider via telephone or virtual platform (Zoom, FaceTime, etc.).
 - c) The sign-in procedure includes confirmation that the client intends to participate in the virtual group interaction. The meal is considered a C-1 meal if the client confirms their intent to join the virtual activity. The meal is considered a C-2 meal if the client does not confirm their intent to join the virtual activity.
 - d) The service provider is responsible for tracking confirmation of planned attendance; however, the provider is not responsible for verifying the client attends the virtual activity.
 - b. Title III C-2 To-Go Meals
 - i. Meet the following criteria for Title III C-2 To-Go Meals:
 - a) Meal is picked up by client (or client's agent) or delivered by the provider to the client.
 - b) Meal is consumed off-site (i.e., not in a congregate setting).
 - c) Participation in in-person or virtual interaction with the meal is declined or is not available.
 - ii. Complete initial assessment for all new C-2 clients within 2 weeks of the start of service.

- a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.
- b) Complete quarterly eligibility reassessments for all C-2 clients.

1) The CCR 7638.3(a)(4) requirement for quarterly eligibility reassessments to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

2) Establish a wait list and a prioritization policy as per CCR 7638.3(c) if unable to serve all eligible individuals.

EXHIBIT A2 - SCOPE OF SERVICE 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

Subrecipient shall provide the following services on a regular basis by the close of this Agreement on June 30, 2026:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.
 - a) Subgrantee will provide 18,000 congregate meals at nutrition sites in Plumas County from July 1, 2025 through June 30, 2026.
 - b) Subgrantee will provide 48,250 home-delivered meals in Plumas County from July 1, 2025 through June 30, 2026.
2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.
 - a) Subrecipient will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.
 - b) Subrecipient will provide a minimum of one in each quarter of the grant year.
 - c) Subrecipient will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.
 - d) Not more than \$3,750 shall be budgeted for this activity.
3. In-Service Training: Subrecipient will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.
4. Food Safety Certification: Subrecipient will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.
5. Nutrition Risk Assessment: Subrecipient will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.

6. Monitoring of food facilities: Subrecipient will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subrecipient shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitoring shall be submitted to the Area 3 Agency on Aging.
7. Monitoring of Home-Delivered Routes: Subrecipient will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging.

Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.

8. Satisfaction Survey: Subrecipient will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
9. Subrecipient will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

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

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 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 (Program Guide §4.9)

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.

D. COMPENSATION

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

E. MATCHING CONTRIBUTION

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

F. EQUIPMENT PURCHASE

Equipment purchase must be on the budget and approved before purchase. See Exhibit B2, Article IV for additional details.

EXHIBIT A3 - SCOPE OF SERVICE TRANSPORTATION

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, 2026:

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, 2025 through June 30, 2026.
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, 2025 through June 30, 2026.
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 | Juneteenth | |

B. TARGET POPULATION OBJECTIVES

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

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

C. REPORTING (Program Guide §4.9)

1. Subrecipient shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.
2. Budget must make provision for payment of database usage to RTZ.
3. All employees involved in data collection or data entry shall be finger printed. All of said employees will complete the CDA Form 1024 – Information Privacy and Security Training by July 31, 2025 or within 30 days of hire.
4. Performance by Subrecipient shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.
5. For performance objectives falling below 85% of the contracted level of units of service, Subrecipient must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
6. Subrecipients are required to meet all reporting and submittal deadlines. Any subrecipient who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subrecipient who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.
7. Failure of Subrecipient to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

D. COMPENSATION

1. Subgrantee shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to 1/12th of the total award amount each month, but there may be months where the costs are higher or lower. 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 1/12th 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 \$153,177..
4. The total compensation for home-delivered to Subgrantee shall not exceed the maximum available funding of \$311,403
1. The NSIP award will be available not to exceed \$7,048 for congregate and \$17,453 for home-delivered for a total of \$24,501.

E. MATCHING CONTRIBUTION

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

F. EQUIPMENT PURCHASE

Equipment purchase must be on the budget and approved before purchase. See Exhibit B2, Article IV for additional details.

Exhibit B1
Sub-Recipient Budget Detail

TITLE III B TRANSPORTATION SERVICES BUDGET

Agency: **Plumas County Senior Transportation**

Budget Period: July - June (12 months)

Fiscal Year: **(X) Original Budget () Revision No. ____**

Date: 9/4/2025

| | | (a) Budgeted | | |
|--------------------------------|---------|--------------|--------------|--------------|
| COST CATEGORY | | Costs | (i) Assisted | (ii) Regular |
| (1) Personnel | Cash | \$30,000 | \$10,000 | \$20,000 |
| | In-Kind | \$0 | | |
| (2) Fringe Benefits | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (3) Staff Travel | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (4) Staff Training | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (5) Property/Equipment* | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (6) Supplies | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (7) Consultants | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (8) Food Costs | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (9) Other Costs | Cash | \$9,300 | \$3,000 | \$6,300 |
| | In-Kind | \$0 | | |
| (9) Allocated Direct Costs | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (10) Total Direct Costs | Cash | \$39,300 | \$13,000 | \$26,300 |
| | In-Kind | \$0 | \$0 | \$0 |
| (11) Indirect Costs @ 10% MAX | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (12) Subrecipient Costs | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (13) TOTAL COSTS | Cash | \$39,300 | \$13,000 | \$26,300 |
| | In-Kind | \$0 | \$0 | \$0 |

| | | (b) Budgeted | | |
|-------------------------------------|---------|--------------|--------------|--------------|
| FUNDING CATEGORY | | Funds | (i) Assisted | (ii) Regular |
| (14) Non-Matching | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (15) Matching | Cash | \$2,800 | \$800 | \$2,000 |
| | In-Kind | \$0 | | |
| (16) Grant Related Income | Cash | \$6,500 | \$2,200 | \$4,300 |
| | In-Kind | \$0 | | |
| (17) Title IIIB Federal Grant Funds | Cash | \$30,000 | \$10,000 | \$20,000 |
| | In-Kind | \$0 | | |
| (18) TOTAL FUNDING | Cash | \$39,300 | \$13,000 | \$26,300 |
| | In-Kind | \$0 | \$0 | \$0 |

| UNIT COST | | (c) OVERALL | (i) Assisted | (ii) Regular |
|------------------------|--|-------------|--------------|--------------|
| Total Cost | | \$39,300 | \$13,000 | \$26,300 |
| Total Units of Service | | 0 | | |
| Cost/Unit of Service | | #DIV/0! | #DIV/0! | #DIV/0! |

| MATCH CHECK | | (d) OVERALL | (i) Assisted | (ii) Regular |
|--------------------|--|-------------|--------------|--------------|
| Total Match | | \$2,800 | \$800 | \$2,000 |
| 10.53% Minimum | | 14% | 6% | 8% |

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

REV 12/21/2023

TITLE IIIC1 CONGREGATE NUTRITION BUDGET

Agency: **Plumas County Public Health Agency**
 Budget Period: July - June (12 months)
 Fiscal Year: **25/26** (x) Original Budget () Revision No. ____
 Date: 9/4/2025

| | | | Contracted # of Meals: | |
|--------------------------------|---------|--------------|-------------------------------|--------------------------|
| | | | 18004 | |
| | | (a) Budgeted | | |
| COST CATEGORY | | Costs | (i) Congregate Meals | (ii) Nutrition Education |
| (1) Personnel | Cash | \$85,365 | \$85,365 | |
| | In-Kind | \$0 | | |
| (2) Fringe Benefits | Cash | \$47,620 | \$47,620 | |
| | In-Kind | \$0 | | |
| (3) Staff Travel | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (4) Staff Training | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (5) Property/Equipment* | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (6) Supplies | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (7) Consultants | Cash | \$3,000 | | \$3,000 |
| | In-Kind | \$0 | | |
| (8) Food Costs | Cash | \$56,342 | \$56,342 | |
| | In-Kind | \$0 | | |
| (9) Other Costs | Cash | \$20,248 | \$20,248 | |
| | In-Kind | \$0 | | |
| (9) Allocated Direct Costs | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (10) Total Direct Costs | Cash | \$212,575 | \$209,575 | \$3,000 |
| | In-Kind | \$0 | \$0 | \$0 |
| (11) Indirect Costs @ 10% MAX | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (12) Subrecipient Costs | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (13) TOTAL COSTS | Cash | \$212,575 | \$209,575 | \$3,000 |
| | In-Kind | \$0 | \$0 | \$0 |

| | | (b) Budgeted | | |
|---------------------------------------|---------|--------------|----------------------|--------------------------|
| FUNDING CATEGORY | | Funds | (i) Congregate Meals | (ii) Nutrition Education |
| (14) USDA NSIP | Cash | \$7,048 | \$7,048 | |
| | In-Kind | \$0 | | |
| (15) Non-Matching | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (16) Matching | Cash | \$22,350 | \$22,350 | \$0 |
| | In-Kind | \$0 | | |
| (17) Grant Related Income | Cash | \$30,000 | \$30,000 | |
| | In-Kind | \$0 | | |
| (18) Title IIIC1 State GF Grant Funds | Cash | \$38,226 | \$38,226 | |
| | In-Kind | \$0 | | |
| (19) Title IIIC1 Federal Grant Funds | Cash | \$114,951 | \$111,951 | \$3,000 |
| | In-Kind | \$0 | | |
| (20) TOTAL FUNDING | Cash | \$212,575 | \$209,575 | \$3,000 |
| | In-Kind | \$0 | \$0 | \$0 |

| MATCH CHECK | | (c) Match | (i) Congregate Meals | (ii) Nutrition Education |
|--------------------|--|-----------|----------------------|--------------------------|
| Total Match | | \$22,350 | \$22,350 | \$0 |
| 10.53% Minimum | | 11% | 11% | 0% |

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

TITLE IIIC2 HOME-DELIVERED NUTRITION BUDGET

Agency: **Plumas County Public Health Agency**

Budget Period: July - June (12 months)

Fiscal Year: 25/26 (x) Original Budget () Revision No. ____

Date: 9/4/2025

| | | | Contracted # of Meals: | |
|--------------------------------|---------|--------------|-------------------------------|--------------------------|
| | | | 48250 | |
| | | (a) Budgeted | | |
| COST CATEGORY | | Costs | (i) Home-Delivered Meals | (ii) Nutrition Education |
| (1) Personnel | Cash | \$93,535 | \$93,535 | |
| | In-Kind | \$0 | | |
| (2) Fringe Benefits | Cash | \$65,500 | \$65,500 | |
| | In-Kind | \$0 | | |
| (3) Staff Travel | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (4) Staff Training | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (5) Property/Equipment* | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (6) Supplies | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (7) Consultants | Cash | \$6,000 | | \$6,000 |
| | In-Kind | \$0 | | |
| (8) Food Costs | Cash | \$210,170 | \$210,170 | |
| | In-Kind | \$0 | | |
| (9) Other Costs | Cash | \$43,651 | \$43,651 | |
| | In-Kind | \$0 | | |
| (9) Allocated Direct Costs | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (10) Total Direct Costs | Cash | \$418,856 | \$412,856 | \$6,000 |
| | In-Kind | \$0 | \$0 | \$0 |
| (11) Indirect Costs @ 10% MAX | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (12) Subrecipient Costs | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (13) TOTAL COSTS | Cash | \$418,856 | \$412,856 | \$6,000 |
| | In-Kind | \$0 | \$0 | \$0 |

| | | (b) Budgeted | | |
|---------------------------------------|---------|--------------|--------------------------|--------------------------|
| FUNDING CATEGORY | | Funds | (i) Home-Delivered Meals | (ii) Nutrition Education |
| (14) USDA NSIP | Cash | \$17,453 | \$17,453 | |
| | In-Kind | \$0 | | |
| (15) Non-Matching | Cash | \$0 | | |
| | In-Kind | \$0 | | |
| (16) Matching | Cash | \$40,000 | \$40,000 | |
| | In-Kind | \$0 | | |
| (17) Grant Related Income | Cash | \$50,000 | \$50,000 | |
| | In-Kind | \$0 | | |
| (18) Title IIIC2 State GF Grant Funds | Cash | \$189,257 | \$189,257 | |
| | In-Kind | \$0 | | |
| (19) Title IIIC2 Federal Grant Funds | Cash | \$122,146 | \$116,146 | \$6,000 |
| | In-Kind | \$0 | | |
| (20) TOTAL FUNDING | Cash | \$418,856 | \$412,856 | \$6,000 |
| | In-Kind | \$0 | \$0 | \$0 |

| MATCH CHECK | | (c) Match | (i) Home-Delivered Meals | (ii) Nutrition Education |
|--------------------|--|-----------|--------------------------|--------------------------|
| Total Match | | \$40,000 | \$40,000 | \$0 |
| 10.53% Minimum | | 10% | 10% | 0% |

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

REV 12/21/2023

Exhibit B2
Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Program Guide § 3.15)

A. Expenditure of Funds (Program Guide § 3.15.1)

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

a. Mileage/Per Diem (meals and incidentals)/Lodging:

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

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

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

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

B. Accountability for Funds (Program Guide § 3.15.2)

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

C. Financial Management Systems (Program Guide § 3.15.3)

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

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

D. Unexpended Funds (Program Guide § 3.15.4)

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

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

E. Funding Contingencies (Program Guide § 3.15.5)

1. It is understood between the parties that this Subaward Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Subaward Agreement were executed after that determination was made.
2. This Subaward Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Subaward Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subaward Agreement in any manner.
3. Limitation of Liability of RECIPIENT and/or State (Program Guide § 3.15.6)

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

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

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

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

F. Interest Earned (Program Guide § 3.15.8)

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RECIPIENT. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]

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

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

A. Budget & Budget Revision

1. Subrecipient shall be compensated for expenses only as itemized in Subrecipient's budget then most recently approved by RECIPIENT and shall not be entitled to payment for those expenses until review and approval by RECIPIENT of Subrecipient's budget and until review and approval by the State of RECIPIENT's Area Plan Budget incorporating Subrecipient's budget. Subrecipient's Budget as approved by RECIPIENT is hereby incorporated by reference into this Subaward Agreement as a part of Exhibit B.
2. At any time during the Subaward period, RECIPIENT may request that Subrecipient revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.
3. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subrecipient's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 - a. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b. Fringe Benefits.
 - c. Contractual Costs – Subaward and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent - specify square footage and rate.
 - f. Property – detailed descriptions and unit costs, specified for each fund source. See section 3.4 Property, of the Program Guide (Exhibit G).
 - g. Supplies - to include items that do not qualify as property, specified for each fund source. See section 3.4 Property, of the Program Guide (Exhibit G).
 - h. Equipment - detailed descriptions and unit costs.
 - i. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - j. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 - k. Other Costs - a detailed list of other operating expenses.

B. Indirect Costs (Program Guide § 4.5.1)

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions and

nonexpendable equipment. Indirect costs shall not exceed 15% of the Sub Contractor's MTDC per funding category. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].

2. Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the Fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income (Program Guide § 4.6)

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

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

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

1. Titles III federal Program OTO funds shall only be used for the following purposes:

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

2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions (Program Guide § 4.6.2)

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

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

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

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

D. Matching Requirements

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

E. Equipment

Equipment /Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from RECIPIENT. To request approval for specific equipment items, requests with justifications shall be sent to sgebhart@csuchico.edu. Such items must also be included in Recipient's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

ARTICLE V. PAYMENTS (Program Guide § 4.8)

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

E. Maximum Funds Available

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

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

ARTICLE VI. CLOSEOUT (Program Guide § 4.12)

- 1. The Area Plan Financial Closeout Report and the Program Property Inventory Certification shall be submitted annually to the PRIME RECIPIENT. All subawards are required to submit Closeout reports as instructed by PRIME RECIPIENT.
- 2. Federal funds will be reduced proportionately to maintain the required matching ratios if the Subrecipient fails to report sufficient match.
- 3. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- 4. Final expenditures must be reported to PRIME RECIPIENT in accordance with the allocations and funding periods specified in the budget display. If the expenditures reported by the Subrecipient exceed the paid amount, Prime recipient will reimburse the difference to the Subrecipient up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the Subrecipient are less than the paid amount, PRIME RECIPIENT will invoice the subrecipient for disallowed or

unexpended funds only.

The payment on the invoice is due no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, PRIME RECIPIENT will collect payment from upcoming disbursements. To reflect any funds recovered through offset or invoicing, the Subrecipient must update its accounting records to properly record the reversal of prior expenditures and reduce obligations under the applicable fiscal year funding period. All adjustments must comply with federal cost principles and PRIME RECIPIENT guidance.

Exhibit C
General Terms and Conditions

1. Approval

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

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

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

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

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

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

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

4. Audit (Program Guide § 3.7)

General

- 1. PRIME RECIPIENT or any duly authorized representative of the Federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit the Subrecipient providing services under this subaward through on-site inspections, audits, and other applicable means the PRIME RECIPIENT determines necessary. In the event that PRIME RECIPIENT is informed of an audit by an outside federal or State government entity affecting the Subrecipient, PRIME RECIPIENT will provide timely notice to the Subrecipient.
- 2. The Subrecipient shall make available all reasonable information necessary to substantiate that expenditures under this subaward are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts

and agreements, employee time sheets, purchase orders, and indirect cost allocation plans. The AAA shall agree to make such information available to PRIME RECIPIENT, the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. The Subrecipient shall cooperate with and participate in any further audits which may be required by PRIME RECIPIENT, the State, including CDA fiscal and compliance audits.

FISCAL and COMPLIANCE AUDITS

1. The PRIME RECIPIENT shall perform fiscal and compliance audits of subrecipient in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

Program Guide Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR Subpart F)

1. SUBRECIPIENT Single Audit Reporting Requirements

- a. SUBRECIPIENTS that expend \$1,000,000 or more in federal funds 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; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

A copy shall be submitted to the:

Chico State Enterprises

Attention: Passages SP Analyst

25 Main Street, Suite 103 Chico, CA 95928-5388

- b. The copy shall 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, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the SUBRECIPIENT shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
- d. For Subawards that do not have CFDA numbers, the SUBRECIPIENT shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA through CSE.

2. The SUBRECIPIENT shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CSE review.

3. Contract Resolution of Prime Recipient's Subrecipient

The PRIME RECIPIENT shall have the responsibility for resolving its subaward with its subrecipients to determine whether funds provided under this sub-award are expended in accordance with applicable laws, regulations, and provisions of this Sub-award. The PRIME RECIPIENT shall, at a minimum, perform Contract resolution within fifteen (12) months of the "Financial Closeout Report."

4. The PRIME RECIPIENT shall ensure that Subrecipient single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.

5. Contract resolution includes:

- a. Ensuring that Subrecipients expending \$1,000,000.00 or more in federal awards during the Subrecipient's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.

- b. Issuing a management decision on audit findings within six (6) months after receipt of the Subrecipient's single audit report and ensuring that the Subrecipient takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the SUBRECIPIENT to the amounts identified in the single audit or other type of audit if the Subrecipient was not subject to the single audit requirements. For a Subrecipient who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the SUBRECIPIENT shall perform financial management system testing, which provides, in part, for the following:
- a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately 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 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]
 - g. The SUBRECIPIENT shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the SUBRECIPIENT's own records.

5. **Use of Name and Publicity**

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

6. **Indemnification**

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

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

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

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

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

9. Corporate Status (AAA-2425-03 §9B)

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

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

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

- A. **Equal Access to Federally Funded Benefits, Programs and Activities** - The Subrecipient shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d; 45 CFR 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
- B. **Equal Access to State-Funded Benefits, Programs and Activities** - The Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
- C. **California Civil Rights Laws** - Subrecipient shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Subaward Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Subrecipient compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.

- D. The Subrecipient assures RECIPIENT that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC 12101 et seq.)
- E. The Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subaward Agreement.

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

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

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

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

- A. The Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the RECIPIENT determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RECIPIENT and such conflict may constitute grounds for termination of the Subaward Agreement.
- B. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

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

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

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

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

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

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

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

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

- A. Subrecipient certifies to the best of its knowledge and belief, that it and its sub-Subcontractors:
 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 2. Have not, within a three-year period preceding this Subaward Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification.
 4. Have not, within a three-year period preceding this Subaward Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- B. Subrecipient shall report immediately to RECIPIENT in writing, any incidents of alleged fraud and/or abuse by either Subrecipient or sub-Subcontractors.
- C. Subrecipient shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RECIPIENT.
- D. Subrecipient agrees to timely execute any and all amendments to this Subaward Agreement or other required documentation relating to the sub-Subrecipient's debarment/suspension status.

17. Subrecipient's Staff (AAA-2425-03 §9J)

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

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

18. Remedies (AAA-2425-03 §14)

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

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

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

20. Subject Headings

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

21. Force Majeure

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

22. Governing Law

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

23. Severability

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

24. Entire Agreement

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

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

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

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

1. The HHS Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.

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

Exhibit D
General Program Guide Terms and Conditions

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

ARTICLE I. GENERAL DEFINITIONS (Program Guide § 3.1)

A. General Definitions (Program Guide §3.1.1)

1. The term "Subaward Agreement" or "Subaward" shall mean this numbered Subaward Agreement, referenced exhibits, amendments hereto, the Request for Proposal and Subrecipient's Proposal, if any, the terms and conditions of Agreement No. AAA-2425-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.
2. "Subrecipient" means the governmental, nonprofit, or other legal entity awarded funds under this Subaward Agreement and is accountable to RECIPIENT and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subaward Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "Cal. Gov. Code" means California Government Code.
6. "OMB" means the federal Office of Management and Budget.
7. "Cal. Pub. Con. Code" means the California Public Contract Code.
8. "Cal. Civ. Code" means California Civil Code
9. "Reimbursable item" also means "allowable cost" and "compensable item."
10. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
11. "Subrecipient" means the legal entity that receives funds from the Recipient to carry out part of a federal award identified in this Agreement.
12. "Contract" means Any form of legal agreement between the AAA and the subcontractor, including an agreement that the AAA or subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services for the subcontractor to carry out part of a federal award received by the AAA under this Program Guide. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program
13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

14. "USC" means United States Code.

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

16. "OAA" means Older Americans Act.

ARTICLE II. GENERAL ASSURANCES (Program Guide § 3.2)

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

ARTICLE III. RECORDS (Program Guide §3.3)

- A. Subrecipient shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to RECIPIENT) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance to Article IX of this exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form

satisfactory to RECIPIENT and CDA. All records pertaining to this Subaward Agreement must be made available for inspection and audit by RECIPIENT or by the State or its duly authorized agents, at any time during normal business hours.

- B. All such records, including confidential records, must be maintained and made available by Subrecipient: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subaward Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Subaward Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above.

Subrecipient shall ensure that any resource directories and all client records remain the property of RECIPIENT and CDA upon termination of this Subaward Agreement and are returned to RECIPIENT and/or CDA or transferred to another Subrecipient as instructed by RECIPIENT and/or CDA.

- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of RECIPIENT and/or the State and is so stated in writing to Subrecipient.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by RECIPIENT under this Subaward Agreement.
- F. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by RECIPIENT or CDA during the audit resolution process.
- G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE IV. ACCESS (Program Guide §3.5)

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

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

- A. Authorized RECIPIENT and/or State representatives shall have the right to monitor and evaluate Subrecipient's administrative, fiscal and program performance pursuant to this Subaward Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. Subrecipient shall cooperate with RECIPIENT and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

- C. Subrecipient shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. Subrecipient is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE VI. INSURANCE (Program Guide §3.8)

- A. Prior to commencement of any work under this Subaward Agreement, Subrecipient shall provide to the recipient, for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Subaward Agreement.
 - 3. If applicable, or unless otherwise amended by future regulation, Subrecipient and Subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 -15
 - \$5,000,000 if seating capacity is over 15
 - 4. Workers Compensation and Employers' Liability per statutory limits.
 - 5. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Recipient, or be provided through partial or total self- acceptable to the Recipient.
- C. Evidence of insurance shall be in a form and content acceptable to Recipient.
- D. Subrecipient shall notify RECIPIENT within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to RECIPIENT, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 - 2. The Certificate of Insurance shall provide that The State of California; the California State University (CSU); the Trustees of the California State University; California State University, Chico; Chico State Enterprises; University Foundation, California State University, Chico; and the officers, employees, representatives, volunteers, and agents of each of them are included as additional insureds, with respect to work performed under this Subaward Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.
 - 3. Chico State Enterprises shall be named as the certificate holder and RECIPIENT's address must be

listed on the certificate.

- F. The insurance provided herein shall be in effect at all times during the term of this Subaward Agreement. In the event the insurance coverage expires during the term of this Subaward Agreement, Subrecipient agrees to provide RECIPIENT, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year.

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

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

ARTICLE VII. TERMINATION (Program Guide §3.9)

A. Termination Without Cause

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

B. Termination for Cause

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

1. In case of threat of life, health or safety of the public, termination of the Subaward shall be effective immediately.

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

C. Subrecipient's Obligation After Notice of Termination

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

The Subrecipient shall:

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

D. Effective Date

Termination of the MOU shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to

written notice to the subrecipient. The notice shall describe the action being taken by Recipient, the reason for such action and, any conditions of the termination, including the date of termination.

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

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

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

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

G. In the Event of a Termination Notice

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

ARTICLE VIII. NOTICES (Program Guide §3.10)

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

Notices mailed to Chico State Enterprises shall be addressed to:

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

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

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

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

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

for the security of CDA PSCI pursuant to this section of the subaward and in compliance with state and federal laws applicable to CDA PSCI.

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

A. Definitions

1. Breach:

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

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

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

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

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

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

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

7. Security Incident:

- a. A breach or attempted breach; or
- b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this Program Guide; or
- c. the attempted or successful modification or destruction of, or interference with, the SUBRECIPIENT’s system operations in an information technology system, that negatively impacts

the confidentiality, availability, or integrity of CDA PSCI; or

- d. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

B. Disclosure Restrictions

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

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

C. Use Restrictions

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

D. Safeguards and Security

The SUBRECIPIENT shall implement administrative, physical, and technical safeguards that reasonably

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

1. **Technical Security Controls:** The SUBRECIPIENT shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
2. **Removable Media Devices:** All electronic files that contain CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
3. **Patch Management:** The SUBRECIPIENT shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.
4. **Confidentiality Statement:** All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be renewed annually. The SUBRECIPIENT shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.
5. **Transmission and Storage of PSCI:** All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.
6. **Minimum Necessary:** Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Program Guide may be used, disclosed, copied, downloaded, or exported.
7. **Antivirus Software:** All workstations, laptops and other systems that process and/or store CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Data Security:** CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

E. Employee Training

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

F. Employee Discipline

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and

procedures or any provisions of these requirements, including termination of employment where appropriate.

G. Mailing:

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

H. Security Officer:

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

I. Mitigation of Harmful Effects:

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

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

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

K. Access to Practices, Books, and Records

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

L. Special Provision for SSA Data

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

M. Breaches and Security Incidents

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

1. **Notice to Recipient:** The SUBRECIPIENT shall notify Recipient immediately by email or telephone of the discovery of:
 - a. Unsecured CDA PSCI if the CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.
 - b. Any suspected security incident which risks unauthorized access to CDA PSCI and/or other confidential information.
 - c. Any intrusion or unauthorized access, use, or disclosure of CDA PSCI in violation of this Agreement; or

- d. Potential loss of confidential data affecting this agreement.
 - e. Notice via email shall be made using the current CDA 1025 "Information Security Incident Report" forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/
 - f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of CDA PSCI, the SUBRECIPIENT shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
 - ii. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.
2. **Investigation of Security Incident or Breach:** The SUBRECIPIENT shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.
 3. **Complete Report:** The SUBRECIPIENT shall provide a complete report of the investigation to Recipient within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If RECEIPT requests information in addition to this report, the SUBRECIPIENT shall make reasonable efforts to provide RECEIPT with such information. RECEIPT will review and approve or disapprove the SUBRECIPIENT's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the SUBRECIPIENT's corrective action plan.
 - a. If the SUBRECIPIENT does not submit a complete report within the ten (10) working day timeframe, the SUBRECIPIENT shall request approval from RECEIPT within the ten (10) working day timeframe of a new submission timeframe for the complete report.
 4. **Notification of Individuals:** If the cause of a breach is attributable to the SUBRECIPIENT or its agents, the SUBRECIPIENT shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. RECEIPT shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.
 5. **Responsibility for Reporting Breaches to Entities other than RECEIPT:** If the cause of a breach of CDA PSCI is attributable to the SUBRECIPIENT or its subcontractors, the SUBRECIPIENT is responsible for all required reporting of the breach as required by applicable federal and state law.
 6. **Submission of Sample Notification to Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the SUBRECIPIENT is considered only a custodian and/or non-owner of the CDA PSCI, the SUBRECIPIENT shall, at its sole expense and at the sole election of RECEIPT, either:
 - a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The SUBRECIPIENT shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
 - b. Cooperate with and assist RECEIPT in its submission of a sample copy of the notification to CDA and the Attorney General.

N. Contact Information

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

CDA Privacy Officer

Office of Legal Services 2880
Gateway Oaks Dr. Suite 200
Sacramento, CA 95833
Attn: Chief Counsel
Email: privacy@aging.ca.gov
Telephone: (916) 419-7500

CDA Information Security Officer

Information Security Branch 2880
Gateway Oaks Dr. Suite 200
Sacramento, CA 95833
Attn: Information Security Officer
Email: iso@aging.ca.gov
Telephone: (916) 419-7500

O. Responsibility of Recipient

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

P. Audits, Inspections, and Enforcement

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

Q. Miscellaneous Provisions

1. **Disclaimer:** CDA makes no warranty or representation that compliance by the SUBRECIPIENT with this Program Guide will satisfy the SUBRECIPIENT's business needs or compliance obligations. The SUBRECIPIENT is solely responsible for all decisions made by the SUBRECIPIENT regarding the safeguarding of CDA PSCI and other confidential information.
2. **Amendment:**
 - a. Any provision of the MOU or this Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the MOU and/or this Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
 - b. Failure by the SUBRECIPIENT to take necessary actions required by amendments to the MOU and/or this Program Guide shall constitute a material violation.
3. **Assistance in Litigation or Administrative Proceedings:** The SUBRECIPIENT shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or

employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the SUBRECIPIENT (except where the SUBRECIPIENT or its subcontractor, workforce employee, or agent is a named adverse party).

4. **No Third-Party Beneficiaries** Nothing in this Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.
5. **Interpretation:** The terms and conditions in this Program Guide shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this Program Guide shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
6. **No Waiver of Obligations:** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.
7. **Return or Destruction of CDA PSCI on Expiration or Termination:** At expiration or termination of the MOU, if feasible, the SUBRECIPIENT shall return or destroy all CDA PSCI that the SUBRECIPIENT still maintains in any form and retain no copies of such information. If return or destruction is not feasible, CDA and the SUBRECIPIENT shall determine the terms and conditions under which the SUBRECIPIENT may retain the PSCI.
8. **Data Sanitization:** All CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDA PSCI is no longer needed.
 - a. **Survival:** If return or destruction of CDA PSCI is not feasible upon the completion or termination of the MOU, the respective rights, and obligations of the SUBRECIPIENT under this Section shall survive the completion or termination of the MOU between the SUBRECIPIENT and CDA. The SUBRECIPIENT shall also limit further uses and disclosures of CDA PSCI to those purposes that make the return or destruction of the information infeasible.

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

A. Copyrights

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

B. Rights in Data

1. Subrecipient shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subaward Agreement without the express written consent of the Director of RECIPIENT. That consent shall be given, upon

receipt by RECIPIENT of the express written consent of the Director of CDA, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by RECIPIENT. RECIPIENT or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client specific.

2. As used in this Subaward Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Subaward Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Subaward Agreement, the State and/or RECIPIENT may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Subaward Agreement.

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

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

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

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

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

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

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

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

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

1. In 2011, Governor Jerry Brown issued an executive memo that has banned state agencies and departments from spending taxpayer money on promotional items, which he named “S.W.A.G”.

S.W.A.G stands for “Stuff We All Get.” The executive memo has not been overturned and is still in effect; accordingly, all entities that receive state funds must adhere to the executive memo.

SPECIFIC EXAMPLES OF S.W.A.G

In the executive memo, Governor Brown named specific items that constitute S.W.A.G, which he defined as “free giveaway and gift items,” including key chains, squeeze toys, pens, hats, trinkets, shirts, cups, flashlights, ashtrays, and other “unnecessary” items. This is not an exhaustive list.

Ultimately, there is no specific case law defining S.W.A.G.; each case is unique. AAAs must assess whether an item is either S.W.A.G., or an allowable expense. The decision to proceed with the purchase at issue as an allowable expense requires the AAA to maintain a record and keep a written justification regarding the purchase in its procurement file, as discussed below.

2. KEEPING WRITTEN JUSTIFICATION FOR PROCUREMENT

If the AAA determines that it is moving forward with the purchase of a promotional item, it should comply with the procedures outlined in SCM Vol 2. Chapter 400, section 401:

Promotional Materials-401

Prior to conducting a purchase for promotional materials, written justification must be kept in the procurement file supporting how the purchase of promotional materials meets the departmental mission and the AAA’s business needs. Written justifications should include a description of the type of event(s) and how the promotional material(s) will be used.

[See: <https://www.dgs.ca.gov/PD/Resources/SCM/TOC/2/2-8>, All expenditures of public funds must support the Department's function, purpose, and benefit the state.]

3. FUNCTIONALITY AS AN ASSESSMENT FACTOR

In conducting its analysis on whether a promotional item constitutes S.W.A.G or should be deemed an allowable expense, the AAA may consider:

- The functionality of the item,
- Whether the item is given to a targeted group of people vs. to the general public,
- Whether the items are to be used for promotional purposes in support of the departmental mission and the AAA’s business needs.

4. AAAs should work with their counsel to determine whether a promotional item may constitute S.W.A.G. If the AAA deems the item an allowable expense, this will trigger the requirement to maintain written justification in its procurement files.

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

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

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

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

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

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

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

2. No Approval Required:

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

3. Social Media Posts

Approval Required:

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

No Approval Required:

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

4. Specific Scenarios and Examples

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

Examples of materials requiring approval:

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

5. Submission Process

- Submit language and materials needing approval to communications@aging.ca.gov
- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed
- Questions
- For questions about approval requirements email communications@aging.ca.gov
- For any inquiries or clarifications regarding the Stevens Amendment, contact your CDA Program Manager.

D. Copyrights/Trademarks (Program Guide §3.13.4)

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

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

Exhibit E
Specific Program Guide Terms and Conditions

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

A. Program Assurances

Subrecipient shall assure that the following conditions are met:

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

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

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

93.053 Nutrition Services Incentive Program.

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

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

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

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

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

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

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

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

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

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

ARTICLE II. REPORTING PROVISIONS (Program Guide § 4.9)

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

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

ARTICLE III. APPEAL PROCESS (Program Guide § 4.10)

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

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

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

what alternatives, if any, exist for future referrals.

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

ARTICLE V. ADDITIONAL TERMS AND CONDITIONS (RECIPIENT)

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

services performed are in accordance with the terms of this Subaward Agreement.

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

ARTICLE VI. RECIPIENT CONTACT

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

California Department of Aging
AAA-2425-03

Chico State Enterprises
Page 1 of 15

MEMORANDUM OF UNDERSTANDING

between the

CALIFORNIA DEPARTMENT OF AGING

and

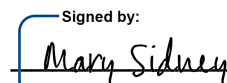
CHICO STATE ENTERPRISES

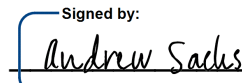
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
Coordination of Older Americans Act Services to
Residents of

Planning Service Area 03

This MOU shall become effective July 1, 2024 and shall
remain in effect until June 30, 2029.

Signed by: 10/14/2024

FAD1A8EC1A93492...
Mary Sidney
CEO
Chico State Enterprises
25 Main Street Room 202
Chico, CA 95928

Signed by: 10/14/2024

8880DC44041F428...
Andy Sachs
Assistant Deputy Director
Office of Finance & Administration Svs
California Department of Aging
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

DS

8/12/2024
Joel Chan Date
Contracts Officer

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND
CHICO STATE ENTERPRISES

1. PURPOSE

This Memorandum of Understanding (MOU) is entered into between the California Department of Aging, hereinafter referred to as "CDA," and Chico State Enterprises, hereinafter referred to as "Chico State Enterprises" or "AAA," in compliance with federal law (42 USC § 3001 et seq.), state law (Welfare and Institutions Code, Division 8.5), federal and/or state regulations, and any other authorities or policies.

This MOU provides the transfer or continued transfer of responsibility for Older Americans Act (OAA) and Older Californians Act (OCA) assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities within Chico State Enterprises' service area.

2. PARTIES

"Parties" shall mean Chico State Enterprises and CDA. Each individually is a "Party."

3. POLICY

Chico State Enterprises has been approved by the Administration for Community Living (ACL) to administer OAA and OCA activities in accordance with 42 USC § 3001 et seq., and Welfare and Institutions Code (WIC), Division 8.5.

4. APPLICABLE PROGRAMS

The programs selected below are applicable to this MOU between Chico State Enterprises and CDA.

- ☒ Area Plan (AP)
- ☒ Health Insurance Counseling and Advocacy Program (HICAP)
- ☒ Medicare Improvements for Patients and Providers Act (MIPPA)
- ☐ Title V Senior Community Services Program (TV SCSEP)

5. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this MOU or the Program Guide (as referenced in Section 10, below), will be provided by the State to the AAA upon full execution of this MOU.
- B. AAA shall submit to CDA changes to AAA's legal name, main address, and remit to address to bmbsubvention@aging.ca.gov.
- C. AAA shall submit to CDA changes to AAA Director or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

6. NOTICES

- A. Any notice to be given hereunder by either Party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the AAA retains receipt, and shall be communicated as of actual receipt.
- B. All other notices, apart from those identified in Section 5 of this MOU, shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the AAA shall be to the address indicated on the coversheet of this MOU.
- C. Either Party may change its address by written notice to the other Party in accordance with Section 5.

7. COMMENCEMENT OF WORK

Should the AAA or its subcontractor begin work in advance of receiving notice that this MOU is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated and done at risk of assuming any and all liabilities that stem from said work.

8. RESPONSIBILITIES

A. MOU Authorization

- i. If a public entity, the AAA shall submit to CDA a copy of an approved resolution, order, or motion referencing this MOU number authorizing execution of this MOU. If a private nonprofit entity, the

AAA shall submit to CDA an authorization by the Board of Directors to execute this MOU, referencing this MOU number.

- ii. These documents, including minute orders must also identify the action taken.
- iii. 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 MOU. This requirement may also be met by a single resolution from the Governing Board of the AAA authorizing the AAA Director or designee to execute the original and all subsequent amendments to this MOU.

B. UEI Number and Related Information

- i. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this MOU. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
- ii. The AAA must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
- iii. If CDA cannot access or verify "Active" status by way of the AAA's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the AAA's data entry for its UEI number, the AAA must immediately update the information as required.

E. Consultation

- i. CDA will issue a Program Guide and Program Memos to provide guidance, insight, and direction to the AAAs on topics related to the activities applicable to this MOU.
- ii. CDA and the AAA shall follow guidance provided by the Program Guide and Program Memos to promote cooperation, communication, and coordination of service and program implementation.

9. ASSURANCES

A. Standards of Work

The AAA agrees that the performance of work and services pursuant to the requirements of this MOU and the Program Guide shall conform to accepted professional standards.

B. Corporate Status

- i. The AAA shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the AAA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this MOU.
- ii. The AAA shall ensure that any subcontractors providing services under this MOU shall be of sound financial status.
- iii. 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 MOU.
- iv. Failure to maintain good standing by the AAA shall result in suspension or termination of this MOU with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the AAA until satisfactory status is restored.

C. Nondiscrimination

The AAA shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 04/2017), located <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>, which is hereby incorporated by reference. The CCC 04/2017 is required to be signed and submitted to CDA once every three (3) years and shall be furnished upon request by CDA. In addition, the AAA shall comply with the following:

- i. Equal Access to Federally-Funded Benefits, Programs and Activities

The AAA 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.

ii. Equal Access to State-Funded Benefits, Programs and Activities

The AAA 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 funds from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [See 22 CCR § 98323.]

iii. California Civil Rights Laws

The AAA 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 MOU. The certificate is available at:
<http://www.dgs.ca.gov/ols/Forms.aspx>.

The California Civil Rights Laws Certification ensures the AAA's compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and further ensures that the AAA's internal policies are not used in violation of California Civil Rights Laws.

- iv. The AAA 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. [See 42 USC § 12101 et seq.]
- v. The AAA agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this MOU and the Program Guide.

D. Lobbying Certification

The AAA, by signing this MOU, certifies to the best of its knowledge and belief, that:

- i. No federally appropriated funds have been paid or will be paid, by or on behalf of the AAA, 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.

- ii. 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, the AAA shall complete and submit [Standard Form-LLL, Disclosure Form](#) to Report Lobbying, in accordance with its instructions.
- iii. The AAA shall require that the language of the lobbying 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 subcontractors shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- v. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352.
- vi. 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.

E. Conflict of Interest

- i. The AAA shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including but not limited to the selection of 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 State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the MOU.
- ii. This provision shall not be construed to prohibit employment of persons with whom the AAA'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 an open and competitive merit basis.

F. Covenant Against Contingent Fees

- i. The AAA warrants that no person or selling agency has been employed or retained to solicit the work outlined within this MOU and the Program Guide. There has been no agreement to make commission payments in order to obtain the work outlined within this MOU and the Program Guide.
- ii. For breach or violation of this warranty, CDA shall have the right to terminate the MOU without liability or at its discretion to deduct from the program allocation or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The AAA 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. Program Allocations in Excess of \$100,000

- i. If all funding provided in support of the services outlined within this MOU and the Program Guide exceeds \$100,000, the AAA 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)

I. Debarment, Suspension, and Other Responsibility Matters

- i. The AAA certifies to the best of its knowledge and belief, that it and its subcontractors:
 - 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 2. Have not, within a three-year period preceding this MOU, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (i)(2) of this certification.
 - 4. Have not, within a three-year period preceding this MOU, had one or more public transactions (federal, State, or local) terminated for cause or default.
- ii. The AAA shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the AAA or subcontractors.
- iii. The AAA shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
- iv. The AAA agrees to timely execute any and all amendments to this MOU and the Program Guide or other required documentation relating to the Subcontractor's debarment/suspension status.

J. AAA's Staff

- i. The AAA shall maintain adequate staff to meet the AAA's obligations under this MOU and the Program Guide.
- ii. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

10. PROGRAM GUIDE

- A. A Program Guide (or “Guide”) has been created and is intended for use by CDA and the AAAs as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.
- B. The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.
- C. The Program Guide shall be maintained, updated, and/or revised by CDA. Updates shall be made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.
- D. The official copy of the Program Guide shall be kept and maintained on CDA’s webpage.

11. FISCAL PROVISIONS

- A. This MOU must be approved prior to release and disbursement of any program funding.
- B. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to CDA’s Local Finance Bureau within 30 days of release.
- C. Budgets must be approved by CDA’s Local Finance Bureau prior to any disbursement of funding.
- D. CDA cannot disburse funds until the enactment of the Budget Act has occurred and/or CDA has received funding authority.
- E. Budget Displays reference terms specific to each program funding source, which shall be used to determine disbursement of funding.
- F. AAAs shall follow other fiscal provisions and terms as outlined in the program guide.

12. RESOLUTION OF LANGUAGE CONFLICTS

- A. If a dispute arises in connection with this MOU involving the interpretation, implementation, or conflicts with the laws, policies, and regulations, the AAA and CDA will meet to attempt to resolve the problem in a manner that is allowable under federal and state laws. Both parties will strive to ensure that the dispute will not result in a disruption of OAA or OCA services.
- B. The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:
 - i. The Grant Terms and Conditions
 - ii. The Older Americans Act and other applicable federal statutes and their implementing regulations
 - iii. If applicable, the Older Californians Act and other California State codes and regulations
 - iv. This MOU and the Program Guide
 - v. Program Memos and other guidance issued by CDA
 - vi. 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>

13. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this MOU, in whole or in part, without cause upon ninety (90) days written notice if CDA determines that a termination is in the State's best interests. 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 MOU 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. Upon receipt of a Notice of Termination, the AAA shall submit to CDA a Transition Plan as specified in the Program Guide.

The Parties agree that for the terminated portion of the MOU, the remainder of the MOU 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 MOU. CDA may terminate the MOU upon thirty (30) days written notice to the AAA. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health, or safety of the public and in that case, the termination shall take effect immediately. The AAA shall submit to CDA a Transition Plan as specified in the Program Guide. The grounds for termination for cause shall include, but are not limited to, the following:

- i. In case of threat of life, health, or safety of the public, termination of the MOU shall be effective immediately.
- ii. A violation of the law or failure to make progress so as to endanger performance of this MOU.
- iii. Inadequate performance or failure to make progress so as to endanger performance of this MOU.
- iv. Failure to comply with reporting requirements.
- v. Evidence that the AAA is in an unsatisfactory financial condition as determined by an audit of the AAA or evidence of a financial condition that endangers performance of this MOU and/or the loss of other funding sources.
- vi. Delinquency in payment of taxes or payment of costs for performance of this MOU in the ordinary course of business.
- vii. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the AAA's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the AAA.
- viii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the AAA's assets or income.
- ix. The commission of an act of bankruptcy.

- x. Finding of debarment or suspension.
- xi. The AAA's organizational structure has materially changed.
- xii. CDA determines that the AAA may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the AAA may be subject to special conditions or restrictions.

C. AAA's Obligation After Notice of Termination

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

The AAA shall:

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

D. Effective Date

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

E. Notice of Intent to Terminate by AAA (applicable to non-Title III Programs)

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

F. In the Event of a Termination Notice

CDA will present written notice to the AAA 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.

14. Remedies

The AAA agrees that any remedy provided in this MOU 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 MOU by the AAA, whether such breach occurs before or after completion of the project.

15. Dissolution of Entity

The AAA shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

16. AMENDMENTS

- A. No amendment or variation of the terms of this MOU shall be valid unless made in writing, signed, and approved by both parties. No oral understanding or agreement not incorporated in this MOU is binding on any of the parties.
- B. Any provision of this MOU or the Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this MOU and/or the Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

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- C. Failure by the AAA to take necessary actions required by amendments to this MOU and/or the Program Guide shall constitute a material violation.
- D. The State reserves the right to revise, waive, or modify the MOU to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

PROGRAM GUIDE

Revised August 2025

Prohibition on copying and pasting this Program Guide into other contracts or solicitations.

The California Department of Aging warns that incorporating this Program Guide “by reference”, or including some version of the guide without including both *expressly identified* and *indirectly identified items* which must be included at both the RFP/IFB stage (per 22 CCR 7354) and the contract stage (per 22 CCR 7364) could potentially end up with the AAA omitting key terms, and the AAAs do so at their own risk.

Revision History

| Revision | Date of Release | Purpose |
|-----------------|-----------------|---|
| Initial Version | 04/10/2024 | Initial Version Release |
| 02/2025 | 02/28/2025 | <p>Program Guide Revision 02/2025:</p> <ul style="list-style-type: none"> • Added: (Inside Cover Page) Prohibition on copying and pasting Program Guide • Revised 3.2.2, Subcontractors, Item 10 • Revised 3.2.2, Subcontractors, Items 11 & 12 (combined) • Revised 3.11.4 Safeguards and Security (added 9-12) • Removed 3.11.7 Background Check, Paragraph 1 • Moved 3.11.7 (1-4) under 3.11.4 (added as 9-12) • Revised 3.13 Public Education and Information • Revised 3.13.2 Advertising and Public Relations • Added 3.13.3 Approval Requirements for Advertising & Pub. Rel. • Removed 3.14 Bilingual & Linguistic Program Services • Revised Numbering 4.2.2, Assurances Specific to Legal Service Providers (LSPs) Items 1-8 • Revised 4.2.3, Data Reporting for Title III, Item 1.a. • Revised 4.3.1, Eligible Service Population for Title II E, Item 6 • Revised 4.3.1, Title III C-1 (Congregate Nutrition Svcs.), Item 22 • Revised 4.3.1, Title III C-2 (Home-Deliv. Nutrition Svcs.) Item 24 • Revised 4.4.3, Title III C (Nutrition Services) & Nutrition Incentive Program, Item 3 • Revised 4.9, Reporting, Item 8.a. • Removed 4.9, Reporting, Items 8.b. and c. • Revised 5.7, Program Specific Budget and Budget Revision, Item 5 • Revised 6.2, Assurances, Item 9.a. • Revised 6.5.1, Indirect Costs, Items 1 and 2 • Added <u>new</u> MIPPA language <ul style="list-style-type: none"> • 7.2.12, Compliance with ACL Guidance Related to VRPM • 7.2.13, Compliance with ACL Guidance Related to COI • 7.4.2, AAA Responsibilities, Item 12 • Removed 7.4.4, Other Provisions & Assumptions, Item 1 (dup.) |
| 08/2025 | 08/1/2025 | <p>Program Guide Revision 08/2025:</p> <ul style="list-style-type: none"> • Revised 1.5, Usage of this Program Guide, Chapter 5 (added SCSEP) • Revised 3.1.1, General Definitions, Item 18 • Revised 3.2.2, Subcontracts, Item 4 • Added 3.2.2, Subcontracts, Items 7 and 8 • Revised 3.2.2, Subcontracts, Item 12.d. • Added 3.2.2, Subcontracts, Item 14 • Revised 3.4, Property, Item 2 • Revised 3.13.1, S.W.A.G. Ban • Revised 4.3.1, Program Definitions, Item 8 • Revised 4.3.1, Program Definitions, Item 14d |

Older Americans Act and Older Californians Act Program Guide
California Department of Aging Area Agencies On Aging

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| | | <ul style="list-style-type: none"> • Moved 4.3.1, Program Definitions, Item 23 moved to 26 • Added 4.4.3, Title III C (Nutrition Services), Item 13 • Revised 4.5, Budget and Budget Revisions, Item 2.f and 2.g • Revised 4.5.1, Indirect Costs, Item 1-3 • Revised 4.7.2, Allocation Transfers, Item 3 • Revised 4.7.3, Matching Requirements, Items 2-3 • Revised 4.8, Payments, Item 2 • Added 4.8, Payments, Items 3-5 • Added 5.3, Program Definitions, Items 30 and 31 • Added 5.4, Scope of Work, Item 3.b • Revised 5.5, Budget and Budget Revisions, Item 2.f and 2.g • Revised 5.5.1, Indirect Costs, Items 1-2, removed Item 3 • Revised 5.8, Payments, Items 2-3 • Added 5.8, Payments, Items 4-5 • Revised 6.5, Budget and Budget Revisions, Item 2.f and 2.g • Revised 6.5.1, Indirect Costs, Item 1 • Revised 6.8, Payments, Item 2 • Added 6.8, Payments, Items 3-5 • Revised 7.5, Budget and Budget Revisions, Item 2.f and 2.g • Revised 7.5.1, Indirect Costs, Item 1 • Revised 7.7, Payments, Item 2 |
|--|--|--|

Approvals

| Revision # | Name | Role | Date |
|------------|------------|---------------------------------|------------|
| 02/2025 | Andy Sachs | Assistant Deputy Director, OFAO | 02/28/2025 |
| 08/2025 | Andy Sachs | Assistant Deputy Director, OFAO | 08/1/2025 |

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1 INTRODUCTION

1.1 Purpose and Scope

The purpose of this Older Americans Act (OAA) and Older Californians Act (OCA) Program Guide, hereinafter referred to as the “Program Guide” or “guide”, is to define the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

1.2 Legal Authorities

The following are legal authorities for this Program Guide:

- [42 USC, Chapter 35, Section 3001](#)
- [Welfare and Institutions Code \(WIC\) Division 8.5](#)

1.3 General Provisions

The California Department of Aging (CDA) and Area Agencies on Aging (AAA) shall comply and work in collaboration with all provisions of this Program Guide, OAA, OCA, and all federal and state laws, regulations, policies, and directives.

1.4 Intended Audience

This Program Guide is intended for use by the AAAs and CDA as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for internal and external audits.

1.5 Usage of this Program Guide (*Revised 08/25*)

This Program Guide is broken down into chapters which will provide detailed information and guidance pertaining to the delivery of services for each of the programs, or in the case of Area Plan, groups of programs outlined within this guide. This guide includes the following chapters:

- Chapter 1 – Introduction: general overview of the purpose, scope, authority, and usage of the Program Guide
- Chapter 2 – Memorandum of Understanding: general overview of the use of an MOU to establish the relationship between the CDA and AAAs.
- Chapter 3 – General Terms and Conditions: terms and conditions universally applicable to all programs identified within this guide.
- Chapter 4 – Area Plan: terms and conditions applicable and specific to all programs and services that had historically been incorporated into the Area Plan contract
- Chapter 5 – Title V/SCSEP – terms and conditions specific to the provision of Title V/SCSEP services
- Chapter 6 – HICAP – terms and conditions specific to the provision of HICAP services
- Chapter 7 – MIPPA – terms and conditions specific to the provision of MIPPA services

1.6 Procedure for Program Guide Updates

The Program Guide shall be maintained, updated, and/or revised by CDA. Updates and/or revisions to language within this Program Guide will be memorialized by a revision number, date, and brief description of the purpose of the revision on the page immediately following the title page. All updates and/or revisions will be communicated in detail through the release of a Program Memo (PM) which will be maintained on CDA's [webpage](#).

CDA will update this Program Guide on an annual basis, at the beginning of each State fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within this Program Guide.

1.7 Amendments, Revisions, or Modifications

1. No amendment or variation of the terms of this Program Guide or the MOU shall be valid unless made in writing and incorporated as expressed in Section 1.6. No oral understanding or agreement not incorporated in this Program Guide is binding on CDA or the AAAs.

2. CDA reserves the right to revise, waive, or modify the Program Guide and the MOU to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

1.8 Program Guide Location and Availability

The official copy of this Program Guide will be kept and maintained on CDA's [webpage](#).

2 MEMORANDUM OF UNDERSTANDING

2.1 Agreement

The Memorandum of Understanding (MOU) referenced throughout this Program Guide shall act as the legal authority establishing the relationship between CDA and the AAA for the purposes of performing the duties outlined within this Program Guide.

The MOU is valid for five years and renewed during the fifth year, prior to expiration of the MOU. No funding is directly tied to the MOU, but rather allows CDA to directly allocate funding received by CDA through the OAA and OCA to the AAAs without the need for establishing yearly contracts or amendments.

2.2 MOU Amendments

Amendments or changes to the MOU shall occur when required in the following circumstances:

1. When there is a change to legislation or new legislation that requires language within the MOU to be updated,

2. The addition or subtraction of the AAA's participation in a certain program covered by the MOU,
3. Changes to the AAA's legal name, or
4. Termination of an MOU.

2.3 MOU Location and Availability

A copy of the executed MOU is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833.

3 GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL PROGRAMS

3.1 General Definitions and Resolutions of Language Conflicts

3.1.1 General Definitions *(Revised 08/25)*

1. **Allocation:** The process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2).
2. **Area Agency on Aging (AAA):** The Area Agency on Aging (AAA) that is awarded funds under the Memorandum of Understanding (MOU), is accountable to the State and/or federal government for use of these funds, and is responsible for executing the provisions for services provided under this Program Guide.
3. **Cal. Civ. Code:** California Civil Code (CIV)
4. **Cal. Gov. Code:** California Government Code (GC)
5. **Cal. Pub. Con. Code:** California Public Contract Code (PCC)
6. **CCR:** California Code of Regulations
7. **CFR:** Code of Federal Regulations
8. **Direct Allocation:** The process of allocating awarded funds under the legal authority granted through the MOU for the following programs Area Plan, HICAP, Title V, and MIPPA without the need for a formal contract or amendment.
9. **Disallowed Costs:** Those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
10. **HHS:** United States Department of Health and Human Services
11. **OAA:** Older Americans Act
12. **OCA:** Older Californians Act

13. **OMB:** Federal Office of Management and Budget
14. **Questioned Costs:** A cost that is questioned by an auditor because of an audit finding which resulted from a violation or possible violation of statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
15. **Recoverable Cost:** The state and federal share of the questioned cost.
16. **Reimbursable Item:** Also known as “allowable cost” and “compensable item”
17. **State and Department:** The State of California and the California Department of Aging (CDA) interchangeably.
18. **Subcontract:** Any form of legal agreement between the AAA and the Subcontractor, including an agreement that the AAA or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services for the Subcontractor to carry out part of a federal award received by the Contractor under this Program Guide. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program
19. **Subcontractor:** The legal entity that receives funds from the AAA to carry out any part of a federal award identified in this Program Guide.
20. **UEI:** Unique Entity ID – a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now requires use of the new Unique Entity ID.
21. **USC:** United States Code
22. **Vendor:** An entity selling goods or services to the AAA or Subcontractor during the AAA or Subcontractor’s performance of the services under this Program Guide.

3.1.2 Resolution of Language Conflicts

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

1. The Grant Terms and Conditions
2. The Older Americans Act and other applicable federal statutes and their implementing regulations

3. If applicable, the Older Californians Act and other California State codes and regulations
4. The MOU and this Program Guide
5. Program Memos and other guidance issued by CDA.
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>.

3.2 Assurances

3.2.1 Law, Policy and Procedure, Licenses, and Certificates

The AAA shall administer the programs listed within their MOU and require any subcontractors to administer their subcontracts in accordance with this Program Guide, and 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 Program Guide and resolve all issues using good administrative practices and sound judgement. The AAA and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

3.2.2 Subcontracts *(Revised 08/25)*

1. The AAA shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.
2. The AAA is responsible for carrying out the terms of the MOU and this Program Guide, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any 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. The AAA's decision is final and the Subcontractor has no right of appeal to CDA.
3. The AAA shall, in the event any subcontractor is utilized by the AAA for any portion of this Program Guide, 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 [Section 3.12](#) of this Program Guide, for handling property in accordance with [Section 3.4](#) of this Program Guide, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with [Section 3.3](#) of this Program Guide.

4. The AAA shall not obligate funds for the provision of services outlined within this Program Guide and the MOU in any subcontracts for services beyond the ending date of the funding periods, as outlined in the program budget displays.
5. The AAA shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
6. The AAA shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
7. Pursuant to 2 CFR § 200.332(a), the AAA must verify that a subcontractor is not excluded or disqualified in accordance with [2 CFR § 180.300](#). Verification methods are provided in § 180.300 which includes confirming in *SAM.gov* that the potential subcontractor is not suspended, debarred, or otherwise excluded from receiving federal funds.
8. The AAA shall ensure every subcontract is clearly identified to the subcontractor as a subcontract and includes the information provided below. The AAA must provide the best available information when some of the information below is unavailable. The AAA must provide the unavailable information when it is obtained. Required information includes:
 - a. Federal award identification:
 - i. Subcontractor's name (must match the name associated with the UEI);
 - ii. Subcontractor's UEI;
 - iii. Federal Award Identification Number (FAIN);
 - iv. Federal Award Date;
 - v. Subcontract Period of Performance Start and End date;
 - vi. Subcontract Budget Period Start and End date;
 - vii. Amount of Federal Funds Obligated in the subcontract;
 - viii. Total Amount of Federal Funds Obligated to the subcontractor by the AAA, including the current financial obligation;
 - ix. Total Amount of the Federal Award committed to the subcontractor by the AAA;
 - x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);
 - xi. Name of the Federal agency, AAA and contact information for Contractor's Awarding Official;
 - xii. Assistance Listings Title and Number; the AAA must identify the dollar amount made available under each federal award

and the Assistance Listings Title and Number at the time of disbursement;

xiii. Identification of whether the federal award is for research and development; and

xiv. Indirect cost rate for the federal award including if the de minimis rate is used in accordance with [2 CFR § 200.414](#).

b. All requirements of the subcontract, including requirements imposed by federal statutes, regulations, and the terms and conditions of the federal award.

c. Any additional requirements the AAA imposes on the subcontractor for the AAA to meet its responsibilities under the federal award. This includes information and certifications required for submitting financial and performance reports that the AAA must provide to the federal agency. ([2 CFR § 200.415](#))

9. The AAA shall monitor the insurance requirements of its subcontractors in accordance with [Section 3.8](#) of this Program Guide.

10. The AAA shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the AAA, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds provided in support of the services within the MOU and this Program Guide were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of the services outlined in the MOU and this Program Guide.

11. The AAA shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the AAA in a timely manner and at intervals as determined by CDA.

12. In the case of small contracts not over \$100,000 in the aggregate, an AAA need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase. [22 CCR 7352(g)] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profits, as follows:

a. Pre-Award Review: Prior to informally selecting the for-profit entity with which to contract or obtain the purchase, the AAA shall submit the following to CDA for review and approval for small contracts (under \$100,000 in the aggregate):

- i. Documentation that the aggregate value of the contract with any entity is less than \$100,000
 - ii. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists
 - iii. Copies of the price or rate quotations received from qualified sources on individual bidder letterhead
- b. CDA will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the AAA has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met.
- c. The AAA shall maintain all of the following for a period of three (3) years after final payments are made and all other pending matters are closed: 1) Copies of all approved bids or proposals and any amendments or changes thereto; 2) A statement of the criteria used to approve awards; 3) Copies of the award documents and contracts entered into pursuant to section 7364; 4) Other information as required by 45 CFR 92.36(b), [CCR Title II, Section 7352(h), as well as CDA's determination letter.
- d. Generally, the term "aggregate" applies to the total stated face value of a contract made in good faith between two parties, for our purposes often the AAA and a subcontractor.

EXAMPLE: GOOD FAITH (TWO VENDORS, TWO CONTRACTS, ONE RFP)

An RFP goes out seeking services for \$120,000. The AAA does not receive a bid from a single vendor that can fulfill the \$120,000 request. However, the AAA receives bids for \$70,000 from vendor A and \$50,000 from vendor B. Therefore, the AAA splits the contract amount into \$70,000 with vendor A and \$50,000 with vendor B to complete the entirety of the services required by the initial RFP.

In this scenario, the aggregate value is NOT over \$100,000. When a good faith effort results in two contracts, with two different vendors, for the same service, and each contract is less than \$100,000, the aggregate value of the award is less than \$100,000. While the initial RFP indicated an amount over the \$100,000 threshold, the end result became two small contracts, each in the amount of less than \$100,000.

EXAMPLE: BAD FAITH

An AAA may not reduce the aggregate value of the contract by deliberately reducing or dividing what would normally be one large contract into smaller contracts to bypass bidding or oversight responsibilities. An example of bad faith dealing when carrying out a contract between the AAA and a subcontractor would include splitting two awards/contracts into two unreasonable amounts, e.g., \$99,000 and \$999, to avoid the \$100,000 threshold trigger for the RFP process. Bad faith dealings could also exist when an AAA could have chosen one entity to carry out a service in the amount of \$100,000 or over within one contract but chose to split the award into two contracts with two entities for the same service, e.g., one contract for \$80K and the additional contract for \$20K, with the intention of avoiding the RFP process.

Acting in this manner would be inconsistent with the purpose and mission of the open and competitive process required by California regulations and could potentially deprive competent and eligible entities from the opportunity to present their case to serve the AAA and its community. Splitting a contract/award in such a way would constitute bad faith and unfair dealing. CDA expects that AAAs will act in good faith when contemplating and executing contractual awards to promote open and fair competition.

An AAA should work with their legal counsel to interpret the applicable provisions of federal and state law, and to otherwise determine the good faith aggregate value of its contracts as is necessary.

13. Contracts over \$100,000 in the aggregate for any entity must follow an open and competitive process [22 CCR 7352].

The AAA shall, prior to the awarding of a contract to any for-profit entity, submit the following to CDA for review and approval:

- a. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)]
- b. All bid proposals received. [22 CCR 7362(a)(2)]
- c. The proposal or bid evaluation documentation, along with the AAA's rationale for awarding the contract to a for-profit entity. [22 CCR 7362(a)(3)].
- d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356].

CDA will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the AAA has satisfied the requirements of a competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met.

The AAA must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as CDA's determination letter.

Where a program may be contracted to a for-profit organization, the AAA should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

14. The AAA shall require subcontractors to obtain AAA approval prior to awarding a contract to a for-profit entity:

- a. Contracts under \$100,000:
 - i. The AAA shall follow their internal process to make the determination for approval or denial of the award.
- b. Contracts over \$100,000:
 - i. The AAA shall evaluate that the requirements for an open and competitive process [22 CCR 7352] were followed.
 - ii. The AAA shall follow their internal process to make the determination for approval or denial of the award.

15. The AAA shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the AAA. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

16. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

17. The AAA shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and AAA Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the AAA shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.

18. The AAA shall utilize procurement procedures as follows:
 - a. The AAA shall obtain goods and services through open and competitive awards. Each AAA shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - b. 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 exceptions are contained in 22 CCR 7360(a) and 22 CCR 7360(d). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

3.3 Records

1. The AAA shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with [Section 3.7](#) of this Program Guide. 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 CDA. All records pertaining to the MOU and Program Guide must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
2. All such records, including confidential records, must be maintained and made available by the AAA: (1) for the lesser of five (5) years after the closeout report has been issued, or an audit has been performed, or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by items 1 and 3 of this Section, and (3) for such longer period as CDA deems necessary.
3. If the MOU 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 item 1 above. The AAA shall ensure that any resource directories and all client records remain the property of CDA upon termination of the MOU and are returned to CDA or transferred to another contractor as instructed by CDA.
4. 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 the State and is so stated in writing to the AAA.

5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
6. 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 Section, and [Section 3.11](#). After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

3.4 Property *(Revised 08/25)*

1. Unless otherwise provided for in this Section, property refers to all assets used in the operation of this Program Guide.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired to perform services outlined within this Program Guide, which meets any of the following criteria is subject to the reporting requirements (SAM 8610.5):
 - a. 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).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Intangibles are property which lacks physical substance but gives valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible property (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.
4. The AAA shall keep track of property purchased with each program fund allocated via the legal authority of the MOU that meets the requirements as defined

in item 2 (above), and submit to CDA a [Property Acquisition Form \(CDA 9023\)](#) for all property furnished or purchased by either the AAA or the Subcontractor with funds allocated via the legal authority of the MOU, as instructed by the CDA. The AAA shall certify their reported property inventory annually with the Closeout by completing the [Program Property Inventory Certification \(CDA 9024\)](#).

The AAA shall record, at a minimum, the following information when property is acquired:

- Date acquired.
- Item description (include model number).
- CDA issued tag number.
- Serial number (if applicable).
- Purchase cost or other basis of valuation.
- Fund source.

5. Disposal of Property

a. Prior to disposal of any property purchased by the AAA or the Subcontractor with funds provided in support of services outlined within this Program Guide or any predecessor Agreement, the AAA must obtain approval from CDA for all reportable property as defined in Item 2 of this Section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to property@aging.ca.gov. CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the AAA's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. AAA will be liable for repayment of purchase price of equipment if AAA disposes of equipment without prior approval from CDA.

b. The AAA 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.

6. Any loss, damage, or theft of property shall be investigated and fully documented. The AAA shall promptly notify CDA and shall provide copies of the investigative documentation and police reports as requested by CDA.
7. The State reserves title to all State-purchased or financed property not fully consumed in the performance of the services outlined within this Program Guide, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
8. The AAA 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 the AAA has complied with all written instructions from CDA regarding the final disposition of the property.
9. In the event of the AAA's dissolution or upon termination of the MOU, the AAA shall provide a final property inventory to the State. The State reserves the right to require the AAA to transfer such property to another entity, or to the State.
10. To exercise the above right, no later than one hundred twenty (120) days after termination of the MOU or notification of the AAA's dissolution, the State will issue specific written disposition instructions to the AAA.
11. The AAA shall use the property for the purpose for which it was intended at the time CDA approval was provided. When no longer needed for that use, the AAA shall use it, if needed, and with written approval of the State for other purposes in this order:
 - a. For another CDA program providing the same or similar service.
 - b. For another CDA funded program.
12. The AAA may share use of the property or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement for its use.
13. The AAA or subcontractors shall not use property or supplies acquired for services outlined within this Program Guide with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
14. If purchase of property is a reimbursable item, the property to be purchased will be specified on an approved Budget.
15. The AAA shall include the provisions contained in this Section in all its subcontracts awarded for services outlined within this Program Guide.

3.5 Access

The AAA shall provide access to 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 the AAA or subcontractor which are directly pertinent the provision of services under this Program Guide for the purpose of making an audit, examination, excerpts, and transcriptions. The AAA shall include this requirement in its subcontracts.

3.6 Monitoring and Evaluation

Welfare and Institution Code (WIC) (Division 8.5. Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100 – 9118.5] Article 1. General Provisions [9100 – 9114] Section 9102(a)) states that the State Unit on Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight, monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.

CDA's AAA Based Teams and Office of the Long-term Care Ombudsman conduct onsite/remote monitoring visits to ensure that AAAs are in compliance with all federal and State laws, regulations, policies, contracts or grant agreements (Administrative); Performance goals are achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every four years as resources permit.

1. Authorized State representatives shall have the right to monitor and evaluate the AAA's administrative, fiscal and program performance pursuant to this Program Guide. 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.
2. The AAA shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
3. The AAA 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.
4. The AAA 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.

5. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year.
[20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]

3.7 Audit Requirements

3.7.1 General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit the AAA and all subcontractors providing services under this Program Guide and the MOU through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the AAA, CDA will provide timely notice to the AAA.
2. The AAA shall make available all reasonable information necessary to substantiate that expenditures under this Program Guide and the MOU are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, and indirect cost allocation plans. The AAA shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by the AAA and subcontractors with audit firms for purposes of conducting independent audits under this Program Guide and the MOU shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The AAA shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

3.7.2 CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of AAAs in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)

- b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
- c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
- d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

3.7.3 Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR Subpart F)

1. AAA Single Audit Reporting Requirements

- a. AAAs that expend \$750,000 or more in federal funds 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; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

- b. The copy shall 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, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the AAA shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
- d. For State contracts that do not have CFDA numbers, the AAA shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. The AAA shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.

3. Contract Resolution of AAA's Subcontractors

The AAA shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Program Guide

and the MOU are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The AAA shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The AAA shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the AAA to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the AAA shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately 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 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]
 - g. The AAA shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the AAA's own records.
- 7. The AAA shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
 - a. 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 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. 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; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
- 8. Requirements identified in this Program Guide shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- 9. The AAA shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of

match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the AAA performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. 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:

- a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
- b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

3.8 Insurance

1. Prior to commencement of any work under this Program Guide and the MOU, the AAA shall provide for the term of the MOU, the following insurance:
 - a. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

- b. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Program Guide and the MOU.
 - c. If applicable, or unless otherwise amended by future regulation, the AAA and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - i. \$750,000 if seating capacity is under 8
 - ii. \$1,500,000 if seating capacity is 8 – 15
 - iii. \$5,000,000 if seating capacity is over 15
 - d. 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).
2. 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).
3. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM
4. The AAA shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage
5. Insurance obtained through commercial carriers shall meet the following requirements:
- a. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement
 - b. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate
6. The insurance provided herein shall be in effect at all times during the term of the MOU. In the event the insurance coverage expires during the term of the MOU, the AAA agrees to provide CDA, 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 MOU term or for a period not less than one (1) year. In the event the AAA fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate the MOU.

7. The AAA shall require its subcontractors under this Program Guide and the MOU, 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, the AAA shall require all of its subcontractors to hold the AAA harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the AAA, not the State, as the certificate holder and additional insured. The AAA shall maintain Certificates of Insurance for all of its subcontractors.

8. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing the MOU number shall be submitted to CDA with the MOU.

9. The AAA shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the California Labor Code and the AAA affirms to comply with such provisions before commencing the performance of the work under this Program Guide and the MOU. [Cal. Labor Code § 3700]

3.9 Termination

1. Termination Without Cause

CDA may terminate performance of work under the MOU and this Program Guide, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the MOU upon ninety (90) days written notice to the AAA. 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 MOU 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. The AAA shall submit to CDA a Transition Plan as specified in this Program Guide. The parties agree that for the terminated portion of the MOU, the remainder of MOU shall be deemed to remain in effect and is not void.

2. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under the MOU and Program Guide. CDA may terminate the MOU upon thirty (30) days written notice to the AAA. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case,

the termination shall take effect immediately. The AAA shall submit to CDA a Transition Plan as specified in this Program Guide. The grounds for termination for cause shall include, but are not limited to, the following:

- a. In case of threat of life, health or safety of the public, termination of the MOU shall be effective immediately.
- b. A violation of the law or failure to comply with any condition of the MOU and this Program Guide.
- c. Inadequate performance or failure to make progress so as to endanger performance of the MOU and this Program Guide.
- d. Failure to comply with reporting requirements.
- e. Evidence that the AAA is in an unsatisfactory financial condition as determined by an audit of the AAA or evidence of a financial condition that endangers performance of the MOU and this Program Guide and/or the loss of other funding sources.
- f. Delinquency in payment of taxes or payment of costs for performance of the MOU and the services outlined within this Program Guide in the ordinary course of business.
- g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the AAA's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the AAA.
- h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the AAA's assets or income.
- i. The commission of an act of bankruptcy.
- j. Finding of debarment or suspension.
- k. The AAA's organizational structure has materially changed.
- l. CDA determines that the AAA may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the AAA may be subject to special conditions or restrictions.

3. AAA's Obligation After Notice of Termination

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

The AAA shall:

- a. Stop work as specified in the Notice of Termination.
- b. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the MOU.
- c. Terminate all subcontracts to the extent they relate to the work terminated.
- d. 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).

4. Effective Date

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

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

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

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

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

7. In the Event of a Termination Notice

CDA will present written notice to the AAA 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.

3.10 Notices

1. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the AAA retains receipt, and shall be communicated as of actual receipt.
2. Any notice given to CDA for the AAA's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to finance@aging.ca.gov.
3. Any notice given to CDA for a AAAs change of staff contact information shall be completed by submitting an email to AAAcontactinfo@aging.ca.gov.
4. All other notices with the exception of those identified in Items 2 and 3 of this Section shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
5. Either party may change its address by written notice to the other party in accordance with this Section.

3.11 Information Confidentiality and Security

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

The terms of this section shall apply to all contracts, subcontracts, and subawards made by the AAA in furtherance of the MOU and services provided in accordance with this Program Guide. The AAA shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding CDA PSCI.

3.11.1 Definitions

1. **Breach:**
 - a. the unauthorized acquisition, access, use, or disclosure of CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or

- b. the same definition of “breach of the security system” set forth in California Civil Code section 1798.29, subdivision (f); or
 - c. the same as the definition of “breach” set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.
- 2. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).
- 3. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- 4. **PSCI:** “personal information”, “sensitive information”, and “confidential information” (as these terms are defined herein).
- 5. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA’s policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:
 - a. Notice-Triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.
 - b. Protected Health Information (PHI): The term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
- 6. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).
- 7. **Security Incident:**
 - a. A breach or attempted breach; or

- b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this Program Guide; or
 - c. the attempted or successful modification or destruction of, or interference with, the AAA's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDA PSCI; or
 - d. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

3.11.2 Disclosure Restrictions

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

- 1. The AAA and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The AAA agrees to provide the same, or greater, level of protection to CDA data that would be required if the AAA were a Business Associate under HIPAA, regardless of whether the AAA is or is not a Business Associate.
- 2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to CDA PSCI covered under this Program Guide beyond those provided through HIPAA, AAA agrees:
 - a. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such

standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.

c. Examples of laws that provide additional and/or stricter privacy protections to certain types of CDA PSCI, as defined in [Section 3.11.1](#) of this Program Guide, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

d. If the AAA is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the AAA agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

3.11.3 Use Restrictions

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

3.11.4 Safeguards and Security

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

1. Technical Security Controls:

The AAA shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.

2. Removable Media Devices

All electronic files that contain CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies,

CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

3. Patch Management:

The AAA shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

4. Confidentiality Statement:

All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be renewed annually. The AAA shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.

5. Transmission and Storage of PSCI:

All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.

6. Minimum Necessary:

Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Program Guide may be used, disclosed, copied, downloaded, or exported.

7. Antivirus Software:

All workstations, laptops and other systems that process and/or store CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

8. Data Security:

CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

9. Mailing:

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

10. Security Officer:

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

11. Mitigation of Harmful Effects:

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

12. Access to, and Accounting For, Disclosure of PSCI

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

3.11.5 Employee Training

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

3.11.6 Employee Discipline

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

3.11.7 Access to Practices, Books, and Records

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

3.11.8 Special Provision for SSA Data

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

3.11.9 Breaches and Security Incidents

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

1. Notice to CDA:

The AAA shall notify CDA immediately by email or telephone of the discovery of:

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

2. Investigation of Security Incident or Breach

The AAA shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.

3. Complete Report

The AAA shall provide a complete report of the investigation to CDA within (10) working days of the discovery of the breach or unauthorized use or disclosure.

The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If CDA requests information in addition to this report, the AAA shall make reasonable efforts to provide CDA with such information. CDA will review and approve or disapprove the AAA's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the AAA's corrective action plan.

- a. If the AAA does not submit a complete report within the ten (10) working day timeframe, the AAA shall request approval from CDA within the ten (10) working day timeframe of a new submission timeframe for the complete report.

4. Notification of Individuals

If the cause of a breach is attributable to the AAA or its agents, the AAA shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. CDA shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. Responsibility for Reporting Breaches to Entities other than CDA

If the cause of a breach of CDA PSCI is attributable to the AAA or its subcontractors, the AAA is responsible for all required reporting of the breach as required by applicable federal and state law.

6. Submission of Sample Notification to Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the AAA is considered only a custodian and/or non-owner of the CDA PSCI, the AAA shall, at its sole expense and at the sole election of CDA, either:

- a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The AAA shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

- b. Cooperate with and assist CDA in its submission of a sample copy of the notification to the Attorney General.

3.11.10 Contact Information

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

| CDA Privacy Officer | CDA Information Security Officer |
|---|---|
| Office of Legal Services 2880 Gateway Oaks Dr., Suite 200 Sacramento, CA 95833 Attn: Chief Counsel Email: privacy@aging.ca.gov Telephone: (916) 419-7500 | Information Security Branch 2880 Gateway Oaks Dr., Suite 200 Sacramento, CA 95833 Attn: Information Security Officer Email: iso@aging.ca.gov Telephone: (916) 419-7500 |

3.11.11 Responsibility of CDA

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

3.11.12 Audits, Inspections, and Enforcement

1. CDA Right to Inspect:

From time to time, CDA may inspect the facilities, systems, books, and records of the AAA to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The AAA shall promptly remedy any violation of any provision of this ICSR section. The fact that CDA inspects, or fails to inspect, or has the right to inspect, the AAA's facilities, systems, and procedures does not relieve the AAA of its responsibility to comply with this ICSR section.

2. Notification to CDA in Event the AAA is Subject to Other Audit:

If the AAA is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the MOU and/or this Program Guide or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the AAA shall promptly notify CDA unless it is legally prohibited from doing so.

3.11.13 Miscellaneous Provisions

1. Disclaimer:

CDA makes no warranty or representation that compliance by the AAA with this Program Guide will satisfy the AAA's business needs or compliance obligations.

The AAA is solely responsible for all decisions made by the AAA regarding the safeguarding of CDA PSCI and other confidential information.

2. Amendment:

a. Any provision of the MOU or this Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the MOU and/or this Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

b. Failure by the AAA to take necessary actions required by amendments to the MOU and/or this Program Guide shall constitute a material violation.

3. Assistance in Litigation or Administrative Proceedings

The AAA shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the AAA (except where the AAA or its subcontractor, workforce employee, or agent is a named adverse party).

4. No Third-Party Beneficiaries

Nothing in this Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

5. Interpretation

The terms and conditions in this Program Guide shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this Program Guide shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

6. No Waiver of Obligations

No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

7. Return or Destruction of CDA PSCI on Expiration or Termination

At expiration or termination of the MOU, if feasible, the AAA shall return or destroy all CDA PSCI that the AAA still maintains in any form and retain no copies of such information. If return or destruction is not feasible, CDA and the AAA shall determine the terms and conditions under which the AAA may retain the PSCI.

8. Data Sanitization

All CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDA PSCI is no longer needed.

a. Survival

If return or destruction of CDA PSCI is not feasible upon the completion or termination of the MOU, the respective rights, and obligations of the AAA under this Section shall survive the completion or termination of the MOU between the AAA and CDA. The AAA shall also limit further uses and disclosures of CDA PSCI to those purposes that make the return or destruction of the information infeasible.

3.12 Copyrights and Rights in Data

3.12.1 Copyrights

1. If any material funded by CDA is subject to copyright, the State reserves the right to copyright such material and the AAA agrees not to copyright such material, except as set forth in Section 3.12.2.
2. The AAA may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the AAA in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State 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. The AAA certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of work outlined within this Program Guide or the MOU for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

3.12.2 Rights in Data

1. The AAA shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Program Guide and the MOU without the express written consent of the Director of CDA. That consent shall be given, 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 CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the AAA from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Program Guide, 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 the performance of the services outlined in this Program Guide and the MOU. The term does not include financial reports, cost analyses and similar information incidental to program administration, or the exchange of that information between AAAs to facilitate uniformity of program administration on a statewide basis.

3. Subject only to other provisions of this Program Guide and the MOU, the State 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 Program Guide and the MOU.

3.13 Public Education and Information

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

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

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

The AAA shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

Materials published or transferred by the AAA and financed with funds under this Program Guide and the MOU shall include the following funding disclaimer:

- a. “The materials or product were a result of a project funded by a contract with the California Department of Aging”.

AAAs and subcontractors that produce educational materials that mention the CDA name (outside of the funding disclaimer) or use the CDA logo must receive approval from the CDA Office of Communications prior to production.

Subrecipients that produce PE&I materials must receive written approval from the CDA Office of Communications if the CDA is mentioned anywhere other than within the funding disclaimer, or if the CDA logo is used. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

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

Questions regarding the inclusion, size or placement of the CDA logo should be directed to the CDA Office of Communications.

All documents produced must comply with [Federal Acquisition Regulation, Section 508](#), which governs document accessibility.

3.13.1 S.W.A.G Ban (Revised 08/25)

1. In 2011, Governor Jerry Brown issued an executive memo that has banned state agencies and departments from spending taxpayer money on promotional items, which he named “S.W.A.G.”.

S.W.A.G stands for “Stuff We All Get”. The executive memo has **not** been overturned and is still in effect; accordingly, all entities that receive state funds must adhere to the executive memo.

SPECIFIC EXAMPLES OF S.W.A.G.

In the executive memo, Governor Brown named specific items that constitute S.W.A.G., which he defined as “free giveaway and gift items”, including key chains, squeeze toys, pens, hats, trinkets, shirts, cups, flashlights, ashtrays, and other “unnecessary” items. This is not an exhaustive list.

Ultimately, there is no specific case law defining S.W.A.G.; each case is unique. AAAs must assess whether an item is either S.W.A.G., or an allowable expense. The decision to proceed with the purchase at issue as an allowable expense requires the AAA to maintain a record and keep a written justification regarding the purchase in its procurement file as discussed below:

2. KEEPING WRITTEN JUSTIFICATION FOR PROCUREMENT

If the AAA determines that it is moving forward with the purchase of a promotional item, it should comply with the procedures outlined in SCM Vol. 2 Chapter 400, section 401:

Promotional Materials – 401

Prior to conducting a purchase for promotional materials, written justification must be kept in the procurement file supporting how the purchase of promotional materials meets the departmental mission and the AAA's business needs. Written justifications should include a description of the type of event(s) and how the promotional material(s) will be used.

[See: <https://www.dgs.ca.gov/PD/Resources/SCM/TOC/2/2-8>, *All expenditures of public funds must support the Department's function, purpose, and benefit the state.*]

3. FUNCTIONALITY AS AN ASSESSMENT FACTOR

In conducting its analysis on whether a promotional item constitutes S.W.A.G. or should be deemed an allowable expense, the AAA may consider:

- The functionality of the item,
- Whether the item is given to a targeted group of people vs. to the general public,
- Whether the items are to be used for promotional purposes in support of the departmental mission and the AAA's business needs.

4. AAAs should work with their counsel to determine whether a promotional item may constitute S.W.A.G. If the AAA deems the item an allowable expense, this will trigger the requirement to maintain written justification in its procurement files.

3.13.2 Advertising and Public Relations

The AAA shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

Materials published or transferred by the AAA and financed with funds under this Program Guide and the MOU shall include the following funding disclaimer:

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

Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval by the CDA Office of Communications prior to publication and dissemination. The use of the CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the AAA. If the CDA logo or CDA mention is used, the AAA shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination

to communications@aging.ca.gov and the appropriate CDA Program staff point of contact.

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

3.13.3 Approval Requirements for Advertising and Public Relations

This section further clarifies the approval requirements as outlined in sections 3.13 and 3.13.2.

Approval Required

Materials that use the CDA logo, including:

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

No Approval Required:

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

Social Media Posts

Approval Required:

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

No Approval Required:

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

Specific Scenarios and Examples

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

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

Submission Process

Submit language and materials needing approval to communications@aging.ca.gov

- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed

Questions

- For questions about approval requirements email communications@aging.ca.gov

3.13.4 Copyrights/Trademarks

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

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

3.14 Funds

3.14.1 Expenditure of Funds

1. The AAA shall expend all funds received to perform services outlined within this Program Guide and the MOU.
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.

In State:

Mileage/Per Diem (meals and incidentals)/Lodging

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

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

This is not to be construed as limiting the AAA from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the AAA 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 the State. [SCM 3.17.2.A(4)]

The AAA agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Program Guide and the MOU.

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

3.14.2 Accountability for Funds

The AAA shall maintain accounting records for funds received under the terms and conditions of this Program Guide and the MOU. These records shall be separate from those for any other funds administered by the AAA 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]

3.14.3 Financial Management Systems

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

1. Financial Reporting.
2. Accounting Records.
3. Complete Disclosure.
4. Source Documentation.
5. Internal Control.
6. Budgetary Control.
7. Cash Management (written procedures).
8. Allowable Costs (written procedures).

3.14.4 Unexpended Funds

Upon termination, cancellation, or expiration of the MOU, or dissolution of the entity, the AAA shall return to the State immediately upon written demand, any funds provided under this Program Guide and the MOU, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of the MOU, or the dissolution of the entity.

3.14.5 Funding Contingencies

1. It is understood between the parties that this Program Guide and the MOU 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 Program Guide and the MOU were executed after that determination was made.

2. This Program Guide and the MOU 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 Program Guide and the MOU 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 Program Guide and the MOU in any manner.

3.14.6 Limitation of State Liability

Payment for performance by the AAA shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Program Guide and the MOU and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Program Guide and the MOU until funds are made available; the itemized Budget is received and approved by the State and the AAA has received an executed MOU.

3.14.7 Funding Reduction

1. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of the services outlined within this Program Guide and the MOU, the State shall have the option to either:

- a. Terminate the MOU
- b. Offer a revision to the Budget Display to reflect the reduced funding authorized by the authority of the MOU.

2. In the event the State elects to offer a revised budget display(s), it shall be mutually understood by both parties that:

- a. The State reserves the right to determine which programs, if any, shall be reduced.
- b. Some programs may be reduced by a greater amount than others, and
- c. The State shall determine at its sole discretion the amount that any or all of the programs shall be reduced for the applicable fiscal years.

3.14.8 Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the AAA and subcontractors 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. The AAA 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 AAA 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.

3.15 Fiscal Provisions

1. The MOU must be approved prior to release and disbursement of any program funding included within this Program Guide via the budget displays.
2. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to CDA's Local Finance Bureau within 30 days of release.
3. Budgets must be approved by CDA's Local Finance Bureau prior to any disbursement of funding.
4. CDA cannot disburse funds until the enactment of the Budget Act has occurred and/or CDA has received funding authority.
5. Budget Displays reference terms specific to each program funding source, which shall be used to determine disbursement of funding.
6. AAAs shall follow other fiscal provisions and terms as outlined in the program guide.

4 AREA PLAN (AP)

4.1 Introduction

Each year, the federal government provides California funding for programs authorized by the Older Americans Act (OAA) and related federal legislation. OAA programs provide vital services for older adults related to nutrition, health and wellness, caregiver support, and much more.

To receive this federal funding, California must submit a State Plan on Aging to the federal Administration for Community Living every four years that identifies specific goals related to OAA programs.

4.2 Assurances

The AAA shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the AAA makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the AAA shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The AAA shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The AAA assures that when an existing facility has been altered (with funds made available to perform the services outlined within this Program Guide and the MOU) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the MOU terminates, where the amount provided by CDA, including the non federal share, does not exceed \$30,000.
 - b. If the amount provided by CDA exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of MOU plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For amounts provided by CDA which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Program Guide and the MOU shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Program Guide and the MOU shall be used for that purpose for at least ten (10) years from the date of acquisition.
7. Any AAA awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the

State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The AAA shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. CDA will make funds available 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.

9. The AAA and/or its subcontractors shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).

10. 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 the AAA or its subcontractors.

11. Funds made available under this Program Guide and the MOU 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 (excluding III E) and Title VII services.

12. 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. The AAA 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.

a. 93.041 - Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).

b. 93.042 - Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).

c. 93.043 - Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)

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

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

f. 93.052 - National Family Caregiver Support Program-Title III, Part E.

g. 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 Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

13. The AAA assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

- a. The AAA 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. Each service provider will:
 - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - ii. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - iii. Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and
 - iv. Establish appropriate procedures to safeguard and account for all contributions.

- v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
- 14. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.
- 15. The AAA 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.
- 16. The AAA, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
- 17. The AAA shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
- 18. The AAA shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
- 19. The AAA shall not require proof of age, citizenship, or disability as a condition of receiving services.
- 20. The AAA shall assure that the following publication conditions are met:
Materials published or transferred by the AAA and financed with funds under this Program Guide and the MOU 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 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."

4.2.1 Title III B and Title VII

(Programs for Prevention of Elder Abuse, Neglect, and Exploitation; and Long-Term Care Ombudsman Services for Older Individuals)

The AAA shall assure the following:

1. 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.
2. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program
3. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
4. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
5. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. & Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]
6. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724].
7. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]

8. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]
9. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
10. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]
11. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
12. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position. [45 CFR 1324.13(b),(c)]
13. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]

14. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b),(c)]

15. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]

16. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]

17. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

4.2.2 Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the AAA 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 collect required data elements on legal services provided and report in CARS.

Waiver of this section of the Program Guide may be obtained from CDA pursuant to [Section 1.7](#) of this Program Guide entitled, Amendments, Revisions, or Modifications.

4.2.3 Title III E (National Family Caregiver Support Program)

1. Funds made available under Title III E shall be budgeted and expended in accordance with the five core federal support service components specified in OAA § 373(b), distinguished between “family caregivers” and “older relative caregiver” support services, as required for Older Americans Act Performance System (OAAPS).
 - a. Data and Financial Reporting for Title III E FCSP shall be in keeping with the OAAPS expanded 16 service categories
2. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both “family caregiver” and “older relative caregiver” [OAA § 373(a) (b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
3. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services’ Kinship Support Service Programs, the California Community Colleges’ Foster and Kinship Care Education Programs, the Department of Developmental Services’ Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

4.3 Program Definitions

4.3.1 Definitions Specific to Title III and Title VII Programs *(Revised 08/25)*

1. **Caregiver Assessment:** a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in OAA §373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]
2. **Child:** an individual who is not more than eighteen (18) years of age, and has not yet attained the statutory age of majority [Cal. Fam. Code §§ 6500-6502]
3. **Coordination:** activities that involve the active participation of the AAA staff to include liaison with non-Older Americans Act funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
4. **Eligible Service Population for Title III B and D:** 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, 7125, 7127, 7130, 7135 and 7638.7]
5. **Eligible Service Population for Title III C-1 and C-2:** 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:
 - i. Any older individual.
 - ii. The spouse of any older individual.
 - iii. 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.
 - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

- v. A volunteer under age sixty (60), if doing so will not deprive an older individual age 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:
 - i. 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 Code of Federal Regulations (CFR) 1321.69(a)].
 - ii. A spouse of a person defined 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.
 - iii. 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.
6. **Eligible Service Population for Title III E:** an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. Older relative caregivers (age 55+) who are primarily caring for a child or individual with a disability are also eligible for services. [OAA § 302(3)]
7. **Indirect Costs:** 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.
8. **Individual with a disability:** 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)(3)]
9. **In-kind Contributions:** the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions:** local cash and/or in-kind contributions made by the AAA, a subcontractor, or other local resources that qualify as match for the program funding.
11. **Non-Matching Contributions:** local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

12. **Nutrition Education:** 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.

13. **Nutrition Services Incentive Program (NSIP):** 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.

14. **Older relative caregiver:** a caregiver who:

- a. is age 55 or older; and
- b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
- c. In the case of a caregiver for a child:
 - i. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - ii. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - iii. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally
- d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(4)(C)]

15. **One-Time-Only Funds:**

- 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 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)]

16. **Priority Services for Title III B:** 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.

17. **Priority Services for Title III E:** services provided to:

- a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
- b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities.
[OAA§373(c)(2)(A-B)]
- c. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]

18. **Program Development:** activities that either establish a new service or expand or integrate existing services.

19. **Program Income:** revenue generated by the AAA or the subcontractor from program-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 Program Guide and the MOU.
- c. Royalties received on patents and copyrights from Program Guide and MOU-supported activities.
- d. Proceeds from the sale of goods created under CDA grant funds.

20. **Program Requirements:** Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

21. **Title III B (Supportive Services):** 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, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

22. **Title III C-1 (Congregate Nutrition Services):** nutrition services provided to older individuals in an in-person or virtual 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)]

23. **Title III C-2 (Home-Delivered Nutrition Services):** nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include 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)]

24. **Title III D (Health Promotion Evidence Based):** disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs include programs related to the prevention and mitigation of the effects of chronic diseases (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), infectious disease, and vaccine-preventable disease, and prevention of sexually transmitted diseases. Evidence-based services also include programs focused on alcohol and substance abuse reduction, chronic

pain management, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. [OAA 102 (14)(D)]

25. Title III E Family Caregiver Support Program (FCSP) Five Required Core Categories are:

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

26. To-Go Meals: meals that are picked up by individuals 60 years of age or older (or their agent) or delivered to individuals 60 years of age or older who are not comfortable dining in a congregate meal setting.

- a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
- b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

4.3.2 Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-term Care Ombudsman Programs)

1. Eligible Service Population: individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10), 711(6); Welf. & Inst. Code § 9701(b),(e)]

2. Local Ombudsman Program Coordinator: the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman

Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]

3. **Local Ombudsman Program:** either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman (OSLTCO):** the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]

5. **Ombudsman Representative:** the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]

6. **State Long-Term Care Ombudsman Program:** the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B); 45 CFR 1324.1; Welf. & Inst. Code § 9700]

7. **State Long-Term Care Ombudsman (State Ombudsman):** the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

4.3.3 Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

1. **Elder Abuse Prevention Programs:** activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

4.4 Scope of Work

The AAA shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The AAA 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 Program Guide by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA.
2. The AAA shall maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300-7320. The Area Plan and Area Plan Updates are due May 1st of each year per Title 22 CCR Section 7304. Area Plan Guidance documents are released by CDA each year in preparation of the next Area Plan or Area Plan Update submission and provide additional information along with the template and format requirements. This guidance is released as part of a Program Memo that is sent out to the AAAs and also posted on the [CDA website](#).
3. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA 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.
4. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
5. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.

- b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
6. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for five (5) years or until any audit is resolved, whichever is longer.
7. 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.
8. 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).
9. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
10. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
12. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
13. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The AAA shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
14. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The AAA must follow up and ensure that the 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 (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

15. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
16. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
17. Provide program information and assistance to the public.
18. Maintain a program data collection and reporting system as specified in [Section 4.9](#) of this Program Guide.
19. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).
20. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
21. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
22. 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.
23. 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.
24. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, the AAA, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The

policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

4.4.1 Title III B Ombudsman and Title VII (Programs for Prevention of Elder Abuse, Neglect, and Exploitation; and Long-Term Care Ombudsman Services for Older Individuals)

The AAA shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i); 45 CFR 1324.19(a)(2); Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii); 45 CFR 1324.19(a)(3); Welf. & Inst. Code § 9712.5(d)]
3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii); 45 CFR 1324.19(a)(1), 1324.19(b); Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness:
 - a. Advance health care directives for residents of skilled nursing facilities [Probate Code 4675]

- b. Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC § 1289]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in this Program Guide. [OAA § 712(c); Welf. & Inst. Code § 9716(a)].
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv); 45 CFR 1324.19(a)(4); Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v); 45 CFR 1324.19(a)(5); Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi); 45 CFR 1324.19(a)(6); Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii); 45 CFR 1324.19(a)(7)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]

- e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]
12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Ombudsman General Funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Ombudsman General funds, Older Americans Act funds, and Older Californians Act funds.
14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Ombudsman General funds, Older Americans Act funds, and Older Californians Act funds.

The AAA shall ensure that the Elder Abuse Prevention program shall do some or all of the following:

1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

4.4.2 Title III B (Grants for Supportive Services and Senior Centers)

1. 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.

a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

- i. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
- ii. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
- iii. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
- iv. 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]

b. 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.

c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

4.4.3 Title III C (Nutrition Services) and Nutrition Services Incentive Program *(Revised 08/25)*

The AAA shall:

1. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.
2. On an ongoing basis, monitor the Subcontractor’s use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and this Program Guide and that performance goals are achieved. The AAA must ensure that the 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 year for Title III C-1 and Title III C-2. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.

3. Monitor nutrition programs. Food facilities (i.e., sites that store, prepare, package or portion food) must be monitored on-site annually by the AAA Registered Dietitian (RD) [22 CCR 7634.3(d)]. Non-food facilities that only distribute packaged meals (i.e., do not store, prepare, package or portion food – therefore don't meet the California Retail Food Code's definition of a "food facility") must be monitored at least every other year on-site. Sites must be monitored using a standardized procedure developed by the AAA that ensures all sites are monitored systematically. AAA policies and procedures must guarantee the following:

- a. AAA RD monitoring of each food facility annually on-site.
- b. AAA RD monitoring of non-food facility nutrition sites (i.e., sites that do not store, prepare, package, or portion food) at least every other year on-site.
- c. AAA RD monitoring of non-food facility nutrition sites more often if they are at increased risk for food safety violations or have a history of corrective actions.

4. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. The AAA shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

5. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).

6. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The AAA or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

7. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

8. Report a meal only once either as a Title III meal or a Title VI meal.

9. Ensure Title III C meals meet the nutrition requirements of meals:

- a. Comply with the most current Dietary Guidelines for Americans

- b. Provide one-third of the Dietary References Intakes (DRI) if providing one meal per day, two-thirds of the DRI if providing two meals per day, and 100% of the DRIs if providing three meals per day.
 - c. Comply with the [Older Californians Nutrition Program Menu Guidance](#).
- 10. Develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
- 11. Annually assess each Title III C-1 and C-2 client's nutrition risk using the DETERMINE Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]
 - a. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the [Title IIIC – Intake and Assessment Forms Guide](#).
- 12. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.
 - a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]
 - b. The nutrition services provider must develop a suggested amount. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9.(b)]
 - i. Title III C-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]
 - ii. Title III C-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.
- 13. Meet requirements for Title III To-Go Meals:
 - a. Title III C-1 To-Go Meals:
 - i. For C-1 To-Go meals that are consumed onsite:
 - a) At least a portion of the meal is consumed in a congregate setting. Congregate settings include indoors (restaurants, grocery stores, etc.) or outdoors (parks, picnics, food trucks, festivals, events, tailgate parties, etc.).

- ii. For C-1 To-Go meals that are consumed offsite:
 - a) Meal is picked up by the client (or representative) or delivered to the client.
 - b) In-person or virtual interaction is included with the meal.

Examples include:

- 1) In-person group dining at a congregate site such as a restaurant, park, food truck, etc.)
- 2) In-person, one-on-one interaction during the meal with program volunteer.
- 3) Virtual group interaction scheduled by the nutrition provider such as nutrition education, virtual museum or travel tours, or group chat on virtual platforms such as GoogleMeet, Zoom, FaceTime, or similar applications that offer live interaction with participants.
- 4) Virtual one-on-one interaction during the meal arranged by the nutrition provider via telephone or virtual platform (Zoom, FaceTime, etc.).
- c) The sign-in procedure includes confirmation that the client intends to participate in the virtual group interaction. The meal is considered a C-1 meal if the client confirms their intent to join the virtual activity. The meal is considered a C-2 meal if the client does not confirm their intent to join the virtual activity.
- d) The service provider is responsible for tracking confirmation of planned attendance; however, the provider is not responsible for verifying the client attends the virtual activity.

b. Title III C-2 To-Go Meals

- i. Meet the following criteria for Title III C-2 To-Go Meals:
 - a) Meal is picked up by client (or client's agent) or delivered by the provider to the client.
 - b) Meal is consumed off-site (i.e., not in a congregate setting).

- c) Participation in in-person or virtual interaction with the meal is declined or not available.
- ii. Complete initial assessment for all new C-2 clients within 2 weeks of the start of service.
 - a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.
 - b) Complete quarterly eligibility reassessments for all C-2 clients.
 - 1) The CCR 7638.3(a)(4) requirement for quarterly eligibility reassessments to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.
 - 2) Establish a wait list and a prioritization policy as per CCR 7638.3(c) if unable to serve all eligible individuals.

4.4.4 Title III D Health Promotion – Evidence-Based

AAA Shall:

1. Provide one or more Title IIID evidence-based health promotion programs.
2. Provide Title IIID programs that meet ACLs evidence-based requirements through one of the two options:
 - a. Meets the requirements for ACL’s evidence-based definition; or
 - b. Is considered to be an “evidence-based program” by any operating division of the U.S. Department of Health and Human Services (HHS) and is shown to be effective and appropriate for older adults.
3. Ensure the fidelity of programs is maintained by adhering to the curriculum.

4. Offer Title III D services to eligible individuals 60 and older, and the spouse of eligible older individuals.
5. Ensure that an eligible individual is given the opportunity to voluntarily contribute to the cost of the service.
 - a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]
6. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The AAA must follow up and ensure that the 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 monitoring for Title III D programs must be conducted every other year at minimum. Onsite Fiscal monitoring must be conducted every two (2) years for Title III D programs.
7. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.

4.5 Budget and Budget Revisions *(Revised 08/25)*

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in [Section 4.7.1](#) and shall not be entitled to payment for these expenses until the MOU is approved and executed by CDA.
2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's Budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by the MOU:
 - a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:
 - i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.
 - 2) Be incorporated into the official records of the non-federal entity.
 - 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities.
 - 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
 - 5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
- ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- b. Fringe Benefits – specified for each fund source.
- c. Staff Travel (In-state and Out-of-State travel) – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source.
- d. Staff Training – attendance cost for necessary training, specified for each fund source.
- e. Rent – total cost per funding source.
- f. Property - detailed descriptions and unit costs, specified for each fund source. See Section 3.4 Property, of this Program Guide.
- g. Supplies – to include items that do not qualify as property, specified for each fund source. See Section 3.4 Property, of this Program Guide.
- h. Contractual Costs – subcontractor and consultant cost details, specified for each fund source.
- i. Food – used in delivering Congregate and Home-Delivered Meals.

- j. Other Costs – Facilities, operating expenses, and other ordinary and necessary costs specified for each fund source.
 - k. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
 - l. Subcontractor Services - summary costs for subcontracted programs specified for each fund source.
3. The AAA shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Item 2 above.

4.5.1 Indirect Costs - Increases effective July 1, 2025 (*Revised 08/25*)

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the AAA's Modified Total Direct Costs (MTDC), per funding category excluding in-kind contributions and nonexpendable equipment.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. AAAs requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
3. Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. AAAs must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
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)]

4.6 Program Specific Funds

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 III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before allocated funds (except as noted in 4) and may reduce the total amount of allocated funds payable to the AAA.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following funding period, which 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 Agreement.
7. Program Income must be used to expand baseline services.

4.6.1 One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII 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, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the funding period the OTO was received. Expenditures for baseline services do not require advance CDA approval.

4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

4.6.2 Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the AAA, a subcontractor, or other local resources that qualify as match for the program 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 AAA or a subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

4.6.3 Area Plan Administration

Area Plan Administration is comprised of federal funds from Title III B, III C1, III C2, and III E. Federal Area Plan Administration funding may be utilized on Area Plan administration, or program activities and services, or both.

4.7 Program Specific Budget and Budget Revision

1. The AAA shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.

2. The AAA shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.

3. The final date to submit a budget revision containing allocation transfers is January 15 of the current fiscal year funding period unless otherwise specified by CDA.

4.7.1 Line Item Budget Transfers

The AAA may transfer funds between line items for each funding source under the following terms and conditions:

1. The AAA may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the AAA shall not transfer funds designated for programs into administration line items.
2. The AAA shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
3. The AAA shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
4. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the current allocation period, and shall not include allocation transfers.

4.7.2 Allocation Transfers *(Revised 08/25)*

1. The AAA shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the most current Budget Display. The request shall be submitted as instructed in the Area Plan Budget forms.
 - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
 - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
 - c. The Title III C nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title III C1 and Federal Title III C2.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Budget display for each funding term.
3. Transfer of funds cannot be processed or approved after the end of the specified fiscal year listed on the Budget Display. Transfer of funds requests will not be accepted or processed after January 15th, for any funding, as specified in [section 4.7](#) of this Program Guide.

4.7.3 Matching Requirements *(Revised 08/25)*

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program federal matching requirement is fifteen percent (15%). The State provides the five percent (5%) State requirement portion of this match. The AAA contributions for Title III B, not including Ombudsman and III C, is ten percent (calculation factor of 10.53%).
3. Program matching contributions for Title III B, not including Ombudsman and III C, can be pooled to meet the matching requirement of ten percent (calculation factor of 10.53%)..
4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds. Matching contributions are included in the minimum matching requirements calculation.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C can be used to meet the program match requirement for Title III E provided.
 - a. The expenditures are related to the needs of caregivers and are attributable to a service category within the National Family Caregiver Support Program (NFCSP).
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

4.7.4 Program Development or Coordination

The AAA shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration costs. During the current fiscal year as specified on the budget display, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See [Section 4.12](#) for reconciliation during the closeout period.)

4.7.5 Property

Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires submission of a justification and budget from the AAA. Property

requires pre-approval from CDA and must be included on an approved Area Plan budget prior to purchase. To request approval for property, budgets and a justification form shall be sent to finance@aging.ca.gov.

4.8 Payments *(Revised 08/25)*

1. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program funds, General Ombudsman funds and Older Californians Act.

The AAA shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

2. Payments will be made to reimburse expenditures reported unless AAA pre-selects an Advance method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on the budget display. Payments after the advance has been provided will be made to reimburse expenditures reported, as outlined in Item 1 of this section of this Program Guide.

3. CDA shall process and approve reported expenditures that are based upon actual, not estimated, expenditures. CDA shall notify the AAA of any disputed expenditures.

4. The AAA shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.

5. Upon written request by CDA, the AAA must submit additional documentation or justification to support the reported expenditures.

6. AAA shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

7. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the AAA, until such time as CDA determines that the financial management standards are met.

8. The funding availability for July 1 through September 30 will be determined based on the final three months of the previous federal fiscal year grant period as specified in the AAA's budget display.

9. The funding availability for October 1 through February 28 will be determined based on the original budget display allocations until any original transfer requests are approved by Administration for Community Living (ACL).

10. The funding availability for March 1st (or upon ACL approval whichever is the latter) through June 30th, will be based on the AAA's final approved budget for the Federal Fiscal Year term as represented on the budget display.

4.9 Reporting

1. The AAA shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements. [Welf. & Inst. Code § 9102 (a)(5)]

2. The AAA shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

a. Quarterly, the AAA shall submit data reports for OAA-funded programs as follows:

| Quarter | Reporting Period | Due Date |
|-----------|-------------------------|------------|
| Quarter 1 | July 1 - September 30 | October 31 |
| Quarter 2 | October 1 - December 31 | January 31 |
| Quarter 3 | January 1 - March 31 | April 30 |
| Quarter 4 | April 1 - June 30 | July 31 |

b. Annually, the AAA shall submit performance reports as follows, or as instructed by CDA:

| Reporting Period | Due Date |
|------------------|--------------|
| July 1 – June 30 | September 30 |

c. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the AAA shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

d. For web-based California Aging Report System (CARS) reports, the AAA shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the AAA will make a notation in the comments area of the CARS report and submit the data using the approved status button. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

3. The AAA shall submit program data reports electronically as follows
 - a. Upload the OAAPS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
 - b. Submit performance data reports quarterly.
 - c. Submit OAAPS SPR reports annually.
4. The AAA shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.
 - a. The AAA shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
 - i. The AAA shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.
 - ii. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
 - b. The AAA shall review and verify all quarterly and annual OAAPS SPR data for accuracy and make necessary corrections, in accordance with CDA requirements.
5. Reporting Provisions Specific to the Ombudsman Program

The AAA shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

 - a. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
 - b. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.

6. The AAA shall have written reporting procedures specific to each program which include:

- a. Collection and reporting of program data for the AAA and Subcontractor.
- b. Ensuring accuracy of all data from the AAA and Subcontractor.
- c. Verification of the AAA and Subcontractor data prior to submission to the CDA Data Team.
- d. Procedures for the AAA and Subcontractor on correcting data errors.
- e. A methodology for calculating and reporting:
 - i. Total estimated unduplicated clients in each non-registered service.
 - ii. Total estimated unduplicated clients in all non-registered services.
 - iii. Total estimated unduplicated clients across all registered and non registered services.
- f. A performance data monitoring process.

7. The AAA shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The AAA shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data

8. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention

- a. The AAA shall electronically submit data reports for the Elder Abuse Prevention Program service categories according to the CDA Service Categories and Data Dictionary into CARS on a quarterly basis by the following due dates:

| Quarter | Reporting Period | Due Date |
|-----------|-------------------------|------------|
| Quarter 1 | July 1 - September 30 | October 31 |
| Quarter 2 | October 1 - December 31 | January 31 |
| Quarter 3 | January 1 - March 31 | April 30 |
| Quarter 4 | April 1 - June 30 | July 31 |

4.10 Appeals

1. The AAA may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.

Such appeal shall be filed within thirty (30) days of receipt of CDA's notice of adverse determination.

2. Subcontractors of the AAA may appeal the AAA's final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
3. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the AAA.
4. Appeal costs or costs associated with any court review are not reimbursable.

4.11 Transition Plans and Obligations Upon Termination

4.11.1 Transition Plan

1. The AAA shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to [Section 3.9](#) of this Program Guide) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
 - a. A description of how clients will be notified about the change in their service provider.
 - b. A plan to communicate with other organizations that can assist in locating alternative services.
 - c. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 - d. A plan to evaluate clients in order to assure appropriate placement.
 - e. A plan to transfer any confidential medical and client records to a new contractor.
 - f. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 - g. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]

- h. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Program.
 - i. Additional information as necessary to affect a safe transition of clients to other community service providers.
- 2. The AAA shall implement the transition plan as approved by the State. The State will monitor the AAA's progress in carrying out all elements of the transition plan.
- 3. If the AAA fails to provide and implement a transition plan as required by Section 3.9. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

4.11.2 Obligations Upon Termination Specific to the Ombudsman Program

- 1. Transition of Local Ombudsman Services
 - a. The AAA shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
 - b. The AAA shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
 - i. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the AAA up to one hundred eighty (180) days to transition services to a new subcontractor.
 - ii. Continue the provision of mandated Ombudsman services as a direct service of the AAA. CDA shall allow the AAA up to one hundred eighty (180) days to transition services from the Subcontractor to the AAA.
- 2. Transition Plan
 - a. The AAA shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
 - i. The AAA's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
 - ii. The AAA's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
 - iii. The AAA's receipt of written notice of CDA's intent to terminate the subcontract for Ombudsman services.

iv. The Transition Plan shall be submitted to:

CDA OSLTCO
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
Attn: State Ombudsman

b. The AAA shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:

- i. Continue the mandated Ombudsman provisions as a direct service of the AAA, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the AAA and designated by the State Ombudsman to represent the Local Ombudsman Program.
- ii. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.

c. The Transition Plan shall, at a minimum, include the following:

- i. Details of how the AAA shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
- ii. Details of how the AAA shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
- iii. Details of how the AAA shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
- iv. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
- v. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.

3. The AAA shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the AAA's progress in carrying out all elements of the Transition Plan.
4. If the AAA fails to provide and implement the Transition Plan as required above, the AAA agrees to implement a Transition Plan submitted by the State Ombudsman to the AAA. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

4.12 Closeout

1. The Area Plan Financial Closeout Report and the Program Property Inventory Certification shall be submitted annually to the CDA Local Finance Bureau. All AAAs are required to submit Closeout reports as instructed by CDA.
2. Federal funds will be reduced proportionately to maintain the required matching ratios if the AAA fails to report sufficient match.
3. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
4. Final expenditures must be reported to CDA in accordance with the allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from the outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous fiscal year funding period to the current fiscal year funding period.

5 TITLE V SENIOR COMMUNITY SERVICES PROGRAM (TV SCSEP)

5.1 Introduction

The OAA Title V SCSEP provides part-time, work-based training opportunities for older workers in local community service agencies and assists program participants in obtaining unsubsidized employment. While training in community service positions, participants provide non-profit or government "host agencies" with support to provide community services.

The Program provides participants with a variety of supportive services, such as personal and job-related counseling and job-related training as preparation for community service assignments, job search assistance, and job referrals. The California Department of Aging contracts with local providers who provide Program services and collaborates with six national SCSEP grantees who provide Program services for the remaining participant slots throughout California. Each participant training slot may serve more than one participant over the course of the year.

5.2 Assurances

1. The AAA shall assure the following:
 - a. Services are provided only to the defined eligible service population. [20 CFR 641.500]
 - b. Participants enrolled in the Title V SCSEP shall receive at least the current State minimum wage or the prevailing local wage, whichever is higher, plus all fringe benefits required by law. The AAA or subcontractor must provide uniform fringe benefits to all participants. Participants must be paid for orientation, training, assessment, individual employment planning, and community service assignment work hours. [OAA § 502(c)(6)(A)] [OAA § 504(b)] [20 CFR 641.565]
 - c. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits. [20 CFR 641.535]
2. The AAA shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who:
 - a. Are sixty-five (65) years of age or older.
 - b. Have a disability.
 - c. Have LEP or low literacy skills.
 - d. Reside in a rural area.
 - e. Are veterans or spouses of veterans as defined in 20 CFR 641.520(b).
 - f. Have low employment prospects.
 - g. Have failed to find employment after utilizing services provided through the AJC Delivery System; or
 - h. Are homeless or at risk for homelessness.

- i. Have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA §518(b)(2)(H)]
[OAA § 518(b)] [20 CFR 641.520]
3. The AAA shall develop and implement methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population in the area. [OAA § 515(c)]
4. The AAA will comply with an average participation cap for eligible individuals of no more than twenty-seven (27) months in the aggregate, unless requested and approved by DOL. [OAA § 502(b)(1)(C)] [20 CFR 641.570(c)] [DOL Training and Employment Guidance Letter (TEGL) 22-19]
5. The AAA will assure that community service assignments must not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not Title V SCSEP participants. [OAA § 502(b)(1)(G)] [20 CFR 641.844(1)]
6. The AAA will use a tool that encompasses all program requirements found in CDA's Title V SCSEP monitoring tool when monitoring local project (subcontractors).
7. The AAA will follow CDA's Participant Termination Policy (PM 11-20). [20 CFR 641.580] [20 CFR 641.910]
8. The AAA shall establish grievance procedures for resolving participant's questions and complaints. In addition, the AAA shall comply with all non-discrimination provisions related to Title V SCSEP funds. [20 CFR 641.827]; [20 CFR 641.910]; CDA PM 11-20 and CDA PM 11-06. The grievance procedure shall in the case of:
 - a. Civil Rights violations, advise participants to submit their questions or file complaints with the Director, Civil Rights Center, U.S. Department of Labor, Room N-4123, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
 - b. Non-Civil Rights violations, advise participants who are not satisfied with the final determination of his/her grievance, to file an appeal with DOL within thirty (30) days of the determination. Said appeal shall be directed to Chief, Division of Adult Services, Employment and Training Administration, U.S. Department of Labor 200 Constitution Avenue, N.W., Washington, D.C. 20210.
9. Political Activities
The AAA Shall assure the following:

- a. The AAA will post a notice at each training site and make available to each participant, a written explanation of allowable and unallowable political activities in accordance with OAA § 502(b)(1)(P) and 20 CFR 641.836.
 - b. Notices shall state that Title V SCSEP participants may engage freely in the political process with the following exceptions:
 - i. Participants may not engage in partisan or nonpartisan political activities during hours for which they are being paid with Title V SCSEP funds. [20 CFR 641.836(d)(1)]
 - ii. Participants may not present themselves as a spokesperson for Title V SCSEP while engaged in political activity. [20 CFR 641.836(d)(2)]
 - iii. Participants may not be assigned to the office of a Member of Congress, a State or local legislator, or on the staff of any legislative committee. [20 CFR 641.836(d)(3)]
10. The AAA shall have appropriate office space for conducting private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.
11. The AAA shall comply with CDA's Title V SCSEP Authorized Break in Participation Policy (CDA PM 14-15). [20 CFR 641.570(d)]
12. The AAA shall ensure participants have safe and healthy working conditions at their community service employment worksites. [OAA § 502(b)(1)(J)] [20 CFR 641.535(a)(10)]
13. The AAA acknowledges that CDA reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
- a. The copyright in all products developed under this Program Guide, including a subcontract.
 - b. Any rights of copyright to which the AAA or subcontractor purchases ownership under an award (including, but not limited to; curricula, training models, technical assistance products, and any related materials).
 - c. Products developed in whole or in part with contract funds shall include the following language:
 - i. SCSEP is funded by a contract awarded by CDA totaling \$XXX,XXX (XX%) with grant funds from the U.S. Department of

Labor's Employment and Training Administration with \$XXX.XX (XX%) financed with non-federal sources.

- ii. The product was created by the "name of AAA" and does not necessarily reflect the official position of CDA and the U.S. Department of Labor.
- iii. No guarantees, warranties or assurances of any kind, express or implied are made with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

14. Pursuant to Public Law 116-94, Division A, Title V, Section 506 and 507, AAA acknowledges that federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. This does not prohibit providing health benefits coverage for abortions when all funds for that specific benefit do not come from a federal source. Additionally, AAA agrees that no federal funds may be provided to a local government if that local government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

15. Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF HealthPlans, Inc. and 2) health benefit plans that object to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage in contradiction to Item 14.

16. AAA agrees to comply with the Flood Disaster Protection Act of 1973, and will not use federal funds to acquire, modernize or construct property in flood-prone communities, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of identification.

17. AAA agrees that its employees and volunteers will not engage in severe forms of trafficking in persons during the period of time that the award is in effect,

procure a commercial sex act, during the period of time that the award is in effect, use forced labor in the performance of the services outlined within this Program Guide. This Program Guide is subject to provisions of the Trafficking Victims Protection Act of 2000, and violations of this Section may result in termination of the MOU.

18. AAA agrees that work created with the support of federal funds shall be licensed under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with federal funds and modifications made to pre-existing, recipient-owned content using grant funds. Notice of the license shall be affixed to the work.

19. AAA acknowledges that CDA may be required to maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIS). AAA agrees to submit the following information to CDA within 30 days when in connection with the performance of this contract:

- a. A criminal proceeding
- b. A civil proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
- c. An administrative proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
- d. Any other criminal, civil or administrative proceeding that could have resulted in a fine, penalty, reimbursement, restitution, or damages

20. AAA agrees that the federal government shall have certain intellectual property rights in adherence with the Bayh-Dole Act (the Patent and Trademark Law Amendments Act), as codified at 37 CFR 401.3 and 401.14. These requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant.

5.3 Program Definitions *(Revised 08/25)*

1. **"American Job Centers" (AJC, also known as the One-Stop Centers):** agencies that are funded by the Workforce Innovation and Opportunities Act (WIOA). [20 CFR 678.900]
2. **"BCT Partners":** the entity designated by United States (U.S.) Department of Labor (DOL) to maintain the Title V Senior Community Service Employment Program (SCSEP) Grantee Performance Management System (GPMS) and the Web Data Collection System (WDACS).

3. **“Charter Oak Group” (COG):** the entity designated by DOL to create and maintain the Title V SCSEP WDCS handbook that provides direction on entering data into the WDCS.
4. **“Classroom Training Hours”:** the number of hours spent in classroom training by Title V SCSEP participants. [20 CFR 641.540(c)]
5. **“Community-Service Employment”:** part-time, temporary employment paid with Title V funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment. The term “community service assignment” is used interchangeably with “community service employment.” Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. [OAA § 518(a)(2)] [20 CFR 641.140] [20 CFR 641.577]
6. **“Core Measures”:** performance measures that are subject to goal-setting and corrective action and are:
 - a. Hours of community service employment;
 - b. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project;
 - c. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project;
 - d. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project;
 - e. Indicators of effectiveness in serving employers, host agencies, and project participants;
 - f. Number of eligible individuals served; and
 - g. Number of most-in-need individuals served.[OAA § 513(b)(1)] [OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.700(b)] [20 CFR 641.710]
7. **“Eligible Service Population”:** unemployed, low-income, California residents who are fifty-five (55) years of age or older and who have poor employment prospects. [OAA § 518(a)(3)(A)] [20 CFR 641.500] [20 CFR 641.520(a)]

Priority must be given to individuals who are sixty-five (65) years of age and older or:

- a. Have a disability.
 - b. Have limited English proficiency or low literacy skills.
 - c. Reside in a rural area.
 - d. Are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(5) 38 U.S.C. 4215(a).
 - e. Have low employment prospects.
 - f. Have failed to find employment after utilizing services provided through the One-Stop Delivery System.
 - g. Are homeless or at risk for homelessness. [OAA § 518(b)] [20 CFR 641.520]
 - h. Have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA § 518(b)(2)(H)]
8. **“Host Agency”**: a public agency or private non-profit organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code of 1986 which provides a training work site and supervision for one or more participants. [20 CFR 641.140]
9. **“Hours of Community Service Employment”**: the number of hours of community service provided by Title V SCSEP participants. [20 CFR 641.577] [20 CFR 641.710(a)]
10. **“In-Kind Contributions”**: the value of non-cash contributions donated to support the project or program (e.g., property, service, host agency supervisory time, etc.).
11. **“Indicators of Effectiveness in Serving Employers, Host Agencies, and Project Participants”**: the combined results of customer assessments of the services received by each of these three customer groups. [20 CFR 641.710(e)]
12. **“Individual Durational Limit”**: a participant can be enrolled in the program for up to forty-eight (48) months. [OAA § 518(a)(3)(B)(i)] [20 CFR 641.570(a)] [California Department of Aging (CDA) Program Memo (PM) 10-19] [CARES Act Sec.3223(I)(A)] [DOL Training and Employment Guidance Letter (TEGL) 22-19]
13. **“Infrastructure Costs”**: the shared infrastructure costs negotiated between the AAA and the local Workforce Development Board (WDB) to operate a local AJC or One-Stop Center. Shared infrastructure costs are required of all WIOA partners, including Title V SCSEP. These costs are identified in an executed Memorandum of Understanding (MOU) between the AAA and the local

WDB. Infrastructure Costs may be charged to Administration or Other Program.
[29 U.S.C 3151] [20 CFR 678.400 through 20 CFR 678.510]

14. **“Job Ready”**: individuals who do not require further education or training to perform work that is available in their labor market. [20 CFR 641.140]

15. **“Limited English Proficiency” (LEP)**: individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. [20 CFR 641.140]

16. **“Low-Income”**: family income not more than 125 percent (125%) of the federal poverty guidelines. [OAA § 518(a)(3)(A)] [20 CFR 641.500]

17. **“Measures of Performance”**: the seven core measures that are subject to goal-setting and corrective action. [20 CFR 641.700(a)] 20 CFR 641.720]

18. **“Median Earnings of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from the Project”**: the formula: For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and the lowest wage earned in the second quarter after the exit quarter. [20 CFR 641.710(d)]

19. **“Modified Positions”**: the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. [SCSEP Quarterly Progress Report, ETA 5140]

20. **“Number of Eligible Individuals Served” (service level)**: the total number of participants served, divided by the AAA’s authorized number of positions, after adjusting for minimum wage. [20 CFR 641.710(f)]

21. **“Number of Most-in-Need Individuals Served” (service to most-in-need)**: service to participants who meet any of the following characteristics:

- a. Have a severe disability.
- b. Are frail.
- c. Are aged seventy-five (75) or older.
- d. Meet the eligibility requirements related to age for, but do not receive, benefits under Title II of the Social Security Act.
- e. Live in an area with persistent unemployment and are individuals with severely limited employment prospects.
- f. Have LEP.
- g. Have low literacy skills.

- h. Have a disability.
- i. Reside in a rural area.
- j. Are veterans.
- k. Have low employment prospects.
- l. Have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act, Public Law 113-128.
- m. Are homeless or at risk for homelessness.

[OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.710(g)]

22. **“On-The-Job-Experience (OJE) Training”**: developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. [Older Worker Bulletin No. 04-04]

23. **“Participant”**: an individual who is eligible for the Title V SCSEP; is given a community service assignment; and is receiving services funded by the program for up to forty-eight (48) months. [OAA § 518(a)(3)] [20 CFR 641.140] [20 CFR 641.570(a)]

24. **“Participant Position”**: an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given fiscal year is based on an equitable distribution ratio determined by the U.S. Census and allocated by DOL. [OAA § 506(g)(1)] [OAA § 507] [20 CFR 641.140]

25. **“Percentage of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from Project”**: defined by the formula: The number of participants who exited during the reporting period who are employed in unsubsidized employment during the second quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(b)]

26. **“Percentage of Project Participants Who are in Unsubsidized Employment During the Fourth Quarter After Exit from the Project”**: defined by the formula: The number of participants who exited during the reporting Period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(c)]

27. **“Program Income”**: income earned by the AAA during the Contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds, and may include:
- a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 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 CDA grant funds.
28. **“Recipient Local Share”**: local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources and reported to CDA. [OAA § 502(c)(2)] [20 CFR 641.809]
29. **“State Plan”**: a plan that outlines a four-year strategy, and describes the planning and implementation process, for the statewide provision of community service employment and other authorized activities for eligible individuals under Title V SCSEP. [OAA § 503(a)] [20 CFR 641.140]
30. **“Subcontract”**: Any form of legal agreement between the AAA and the Subcontractor, including an agreement that the AAA or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services for the Subcontractor to carry out part of a federal award received by the Contractor under this Program Guide. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program.
31. **“Subcontractor”**: The legal entity that receives funds from the AAA to carry out any part of a federal award identified in this Program Guide.
32. **“Supportive Services”**: services, such as transportation; health and medical services; special job-related or personal counseling; incidentals, such as work shoes, badges, uniforms, eyeglasses, and tools; child and adult care; housing, including temporary shelter; follow-up services; and needs-related payments which are necessary for an individual to participate in program activities authorized under Title V SCSEP. [OAA § 502(c)(6)(A)(iv)] [OAA § 518(a)(8)] [20 CFR 641.140] [20 CFR 641.545]
33. **“Title V SCSEP Grantee Performance Management System (GPMS)”**: the DOL system used to process and analyze Title V SCSEP data and the system used to view, print, and save Title V SCSEP quarterly progress reports, data quality reports, and management reports. [OAA § 503(f)(3)-(4)] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]

34. **“Title V Senior Community Service Employment Program (SCSEP)”**: a program that serves unemployed, low-income persons who are fifty-five (55) years of age and older and who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment. [OAA § 502(a)(1)] [20 CFR 641.110]

35. **“Transfer/Change Utility”**: the WDCCS procedure used to transfer a participant in GPMS from one contractor to another or changing a sub-contractor within a subcontractor. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]

36. **“Unemployed”**: an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. [OAA § 518(a)(9)] [20 CFR 641.140]

37. **“Web Data Collection System (WDCCS)”**: the DOL web-based data collection system used to input all Title V SCSEP program and participant information into GPMS. [OAA § 503(f)(3)-(4)] [GPMS User Guide for Grantees Version 1.5 (January 2024)] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]

5.4 Scope of Work *(Revised 08/25)*

1. The AAA or subcontractor shall perform the following if operating as a direct or contracted Title V SCSEP program:

- a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws, regulations, and this Program Guide including but not limited to:
 - i. Older Americans Act (OAA) of 1965, as amended through Public Law 116-131, enacted March 25, 2020.
 - ii. 20 CFR Part 641 SCSEP: Final Rule, September 1, 2010.
 - iii. 20 CFR Part 641 SCSEP; Performance Accountability, Final Rule, August 29, 2018.
 - iv. 20 CFR Part 641 SCSEP; Performance Accountability, Interim Final Rule, December 1, 2017.
 - v. Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128.
 - vi. 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule.

- vii. 2 CFR Part 2900, Uniform Administrative, Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL).
 - viii. 20 CFR 678.400 through 20 CFR 678.510.
 - ix. Jobs for Veterans Act of 2002, Public Law 107-288. [38 U.S.C. 4215]
 - x. Age Discrimination in Employment Act of 1967, Public Law 90-202.
 - xi. California Healthy Workplaces/Healthy Families Act 2014.
 - xii. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]
 - xiii. Terms and Conditions of this Program Guide, the MOU, and the Terms and Conditions of the current SCSEP grant.
 - xiv. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
 - xv. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Agreement by DOL.
 - xvi. Privacy Act of 1974, as amended, 5 U.S.C. § 552a.
- b. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]
- c. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the program. [20 CFR 641.515(a)]
- d. Provide a paid orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; CDA Authorized Break in Participation Policy; and permitted and prohibited political activities. [20 CFR 641.535(a)(1)] [20 CFR 641.535(a)(9)] [20 CFR 641.570(d)] [CDA PM 11-06] [CDA PM 11-20] [CDA PM 14-15]
- e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; needs for supportive services; potential for performing

proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two (2) times during a 12-month period. [20 CFR 641.535(a)(2)]

f. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and must reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessments. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals. [20 CFR 641.140] [20 CFR 641.535(a)(3)]

g. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP. [20 CFR 641.535(a)(5)-(6)]

h. Submit all requests for an OJE to CDA for approval prior to exercising the OJE with any participants. OJE training is permitted with the same employer, but no more than five (5) times per year for the same job category. [Older Worker Bulletin No. 04 04]

i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every twelve (12) months. Documentation records shall be maintained in a confidential manner. [20 CFR 641.505]

j. Cooperate with community, employment, and training agencies, including agencies under the WIOA, to provide services to low-income older workers. [20 CFR 641.200]

k. Participate in the development of the Title V SCSEP State Plan. Local activities must support the strategic focuses outlined in the Title V SCSEP State Plan. [20 CFR 641.315(a)]

l. Submit a SCSEP Project Quarterly Narrative Progress Reports to CDA each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]

m. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. [20 CFR 641.545(c)]

n. Execute a signed Memorandum of Understanding (MOU) between the Local Workforce Development Board(s) and the AAA detailing how services will be provided and identifying the AAA required shared infrastructure costs. [WIOA, Public Law 113-128]

The MOU must contain the following components:

- i. A description of the functions/services to be performed for AJC (One-Stop Center) clients.
- ii. An explanation of how the costs of these functions/services and AJC (One-Stop Center) operations will be funded, including WIOA required shared contributions to infrastructure costs. Negotiated infrastructure costs must be captured on the AAA's budget under Administration or Program Other.
- iii. A description of the methods to be used for referring clients among the partners.
- iv. The duration of the MOU and procedures for amending it.

[29 U.S.C. 3151] [20 CFR 678.400 through 20 CFR 678.510]

o. Maintain an up-to-date SCSEP Data Collection Handbook, BCT Partners Data Validation Handbook, and copies of both State and federal departmental requirements so that all responsible persons have ready access to standards, policies, and procedures. [20 CFR 641.879(b)] [20 CFR 641.879(d)-(e)]

p. Use the program data collection and reporting system as required by CDA in this Program Guide. [OAA § 503(f)(3)-(4)]

q. Submit all requests for a Transfer/Change utility transaction in GPMS to CDA for prior approval. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]

r. Not enroll individuals who can be directly placed into unsubsidized employment. [20 CFR 641.512].

s. Use the COG's SCSEP Data Collection Handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook.

t. The Healthy Workplaces/Healthy Families Act of 2014 provides paid sick leave to all California employees who work for the same employer ninety (90) or more days.

SCSEP programs must:

- i. Provide participants with forty (40) hours of sick leave at the start of each program year, provided the participant(s) have been with SCSEP longer than ninety (90) days. (CA Labor Code Section 246)
- ii. Unspent sick leave time will not be carried over to the following program year.
- iii. A participant is entitled to use paid sick days beginning on the 90th day of the training assignment.
- iv. Participants on sick leave are not permitted to participate in any trainings, workshops, and/or meetings.
- v. When a participant uses sick leave, the participant must record absent hours on that pay period's time sheet.

2. Core Measures [20 CFR 641.700(b)]

The AAA shall, or if subcontracted, the Subcontractor shall, meet the biennially negotiated performance measures established by the DOL, which include the following core measures:

- a. Hours of community service employment.
- b. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.
- c. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from project.
- d. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.
- e. Indicators of effectiveness in serving employers, host agencies, and project participants.
- f. The number of eligible individuals served.
- g. The number of most-in-need individuals served.

[OAA § 513(b)(1)] [20 CFR 641.700(b)] [20 CFR 641.710]

3. In addition to the conditions above, the AAA shall perform the following if subcontracting for Title V SCSEP program services [2 CFR 200.327] [2 CFR 200.328]:

- a. Ensure all applicable provisions required within this Program Guide are included in any subcontract entered into by the AAA to carry out the terms outlined within this Program Guide.

b. Pursuant to 2 CFR § 200.332(a), The AAA must verify that a subcontractor is not excluded or disqualified in accordance with [2 CFR § 180.300](#). Verification methods are provided in § 180.300 which includes confirming in *SAM.gov* that the potential subcontractor is not suspended, debarred, or otherwise excluded from receiving federal funds.

The AAA shall ensure every subcontract is clearly identified to the subcontractor as a subcontract and includes the information provided below. The AAA must provide the best available information when some of the information below is unavailable. The AAA must provide the unavailable information when it is obtained. Required information includes:

- i. Federal award identification:
 - a) Subcontractor's name (must match the name associated with the UEI);
 - b) Subcontractor's UEI;
 - c) Federal Award Identification Number (FAIN);
 - d) Federal Award Date;
 - e) Subcontract Period of Performance Start and End date;
 - f) Subcontract Budget Period Start and End date;
 - g) Amount of Federal Funds Obligated in the subcontract;
 - h) Total Amount of Federal Funds Obligated to the subcontractor by the AAA, including the current financial obligation;
 - i) Total Amount of the Federal Award committed to the subcontractor by the AAA;
 - j) Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);
 - k) Name of the Federal agency, AAA and contact information for Contractor's Awarding Official;
 - l) Assistance Listings Title and Number; the AAA must identify the dollar amount made available under each federal award and the Assistance Listings Title and Number at the time of disbursement;
 - m) Identification of whether the federal award is for research and development; and
 - n) Indirect cost rate for the federal award including if the de minimis rate is used in accordance with [2 CFR § 200.414](#).
- ii. All requirements of the subcontract, including requirements imposed by federal statutes, regulations, and the terms and conditions of the federal award.

- iii. Any additional requirements the AAA imposes on the subcontractor for the AAA to meet its responsibilities under the federal award. This includes information and certifications required for submitting financial and performance reports that the AAA must provide to the federal agency. ([2 CFR § 200.415](#))
- c. Conduct an annual onsite monitoring, evaluate, and document the Subcontractor's performance and compliance with this Program Guide.
- d. Provide training, support and technical assistance to the Subcontractor(s) as needed and respond in writing to all written requests from the Subcontractor(s) for guidance, and interpretation of instructions.

5.4.1 Additional Federal Requirements

This Program Guide is subject to the requirements of the U.S. Department of Labor (DOL)'s Senior Community Service Employment Program (SCSEP) grant Terms and Conditions and Assurances. By receiving funds to perform services outlined within this Program Guide, the AAA agrees that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Program Guide, including but not limited to:

1. U.S. Department of Labor Training and Guidance Letter (TEGL) 22-19
AAA is bound by the authorizations, restrictions, and requirements contained in the U.S. Department of Labor, Training and Guidance Letter (TEGL) 22-19, SCSEP Planning Instructions and Allocations.
2. Salary and Bonus Limitations (TEGL 5-06)
Pursuant to Public Law 116-94, Division A, Title I, Section 105, this award is subject to the Salary and Bonus limitations in Public Law 109-234. The limitation applies to all programs administered or funded by the U.S. Department of Labor and covers any salary or bonus payments made by the AAA or subcontractor to an individual.
3. Requirements for Conferences and Conference Space
Conferences sponsored in whole or in part by the AAA are allowable if the conference is necessary and reasonable for the successful performance of the federal award. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432.
4. Architectural Barriers
Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities

accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these 23 requirements.

5. Executive Orders

The AAA shall assure compliance with the following Executive Orders (EO)

a. EO 12928 - AAA is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions; Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

b. EO 13043 - AAA is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

c. EO 13513 - AAA and subcontractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government Owned Vehicles (GOV), while driving Privately Owned Vehicles (POV) when on official Government business, or when performing any work for, or on behalf of the Government.

d. EO 13166 - AAA shall take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

6. Reporting Total Compensation of AAA Executives

The AAA shall report the names and total compensation of its top five (5) most highly compensated executives for the preceding fiscal year unless the AAA's gross income from all federal contracts and subcontracts is under \$300,000. Such report shall be made to CDA no later than thirty (30) days after the execution of this Agreement.

7. Reporting Fraud, Abuse, and Criminal Conduct (TEGL 2-12)

The AAA shall immediately document and report to CDA allegations, suspicions and complaints involving possible fraud, program abuse and criminal misconduct. In addition, situations involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount

larger than \$50,000 (e.g. \$500,000), are considered emergencies and must immediately be reported to CDA by telephone and followed up with a written report, no later than one working day after the telephone report. No action will be taken against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous.

8. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225(a), the AAA must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). AAA may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if the property is in compliance, or to find other information about the Act.

9. Contracting with Corporations

The AAA is prohibited from knowingly entering into a contract, memorandum of understanding, or cooperative agreement with any corporation or its subsidiary that:

- a. Was convicted of a felony criminal violation under any federal law within the preceding twenty-four (24) months.
- b. Has any unpaid federal tax liability for which all judicial and administrative remedies have been exhausted.
- c. Is an inverted domestic corporation under Section 835(b) of the Homeland Security Act of 2002. [6 U.S.C. 395(b)]

10. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to Public Law 116-94, Division A, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL.

11. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to Public Law 116-94, Division A, Title V, Section 527, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

12. Requirement for Blocking Pornography

Pursuant to Public Law 116-94, Division A, Title V, Section 520, no federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

5.5 Budget and Budget Revisions *(Revised 08/25)*

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line-item budget transfers as noted in this Section and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into the MOU.

2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by this Program Guide and the MOU:

a. Personnel Costs – annual full-time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs.

i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the non-federal entity;
- 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
- 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

- 5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
 - ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
 - b. Fringe Benefits.
 - c. Contractual Costs – subcontract and consultant cost detail.
 - d. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
 - e. Rent - total costs.
 - f. Supplies – to include items that do not qualify as property. See section 3.4 Property of this Program Guide.
 - g. Property – detailed description and unit costs. See section 3 Property, of this Program Guide.
 - h. Travel (In State Travel and Out of State) – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Staff Training - attendance cost for necessary training
 - j. Other Costs - facilities, operating expenses, and other ordinary and necessary costs.
3. The AAA shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Item 2. above.

5.5.1 Indirect Costs – Increases effective July 1, 2025 (*Revised 08/25*)

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Contractor's Modified Total Direct Costs (MTDC).

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000 Other items may only be excluded when

necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. AAAs requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

3. 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]

5.6 Program Specific Funds

5.6.1 Program Income

1. "Program income" is revenue generated by the AAA or subcontractor from Program Guide-supported activities and includes:

- a. Voluntary contributions received from a participant or responsible party as a result of the service.
- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided to perform services outlined within this Program Guide.
- c. Royalties received on patents and copyrights from services outlined within this Program Guide.
- d. Proceeds from the sale of items fabricated under a contract agreement.

2. Costs of generating program income may be deducted from gross income to determine program income earned, provided these costs are not charged to program funding.

3. Program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)].

4. Program Income remaining at the end of the period of performance must be returned to CDA.

5.6.2 Recipient Local Share

Recipient Local Share (cash and/or in-kind) must be reported monthly, and shall be limited to:

1. Cash and/or in-kind contributions, if such contributions are used to meet program requirements.
2. Recipient Local Share (cash or in-kind) verifiable from the records of the Contractor or subcontractor.
3. Recipient Local Share used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].
4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration, shall be identifiable in the AAA's records.

5.7 Program Specific Budget and Budget Revision

1. The AAA shall submit electronically the original Title V Budget with the annual updates by May 1, unless otherwise instructed by CDA.
2. The AAA shall submit electronically, a budget revision thirty (30) days after receiving an amended Title V Budget Display with changes in funding levels, unless otherwise instructed by CDA.
3. Budget revisions may be submitted as necessary, but no later than (60) days prior to the ending of the current fiscal year funding period.
4. The AAA is limited to eight percent (8%) of the federal allocation for Administration.
5. Administrative costs for a subcontractor are limited to ten (10%) percent of the federal allocation and should be reported as Subcontractor Administration in the Title V Budget.
6. Consultant fees are limited to \$710 per day without prior DOL Grant approval.
7. The AAA shall ensure that of the total federal funds expended, not less than seventy-nine percent (79%) shall be spent for Participant Wages and Fringe Benefits.
8. The AAA is not required to budget On-the-Job Experience (OJE) training costs separate from other costs; costs shall be tracked during the funding period as specified on the budget display.
9. The AAA may charge expenditures associated with participant assessment, training, job development, counseling functions, etc. to the Program Other category in the Title V Budget.

a. Property with per unit cost of \$5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification from the AAA and approval from CDA, and must be included in the Title V/SCSEP Budget.

b. Property with a per unit cost of \$5,000 or more requires justification and approval from the Department of Labor. The AAA must submit a detailed description list to be included in the CDA 35 Title V/SCSEP Budget within 30 days of contract issuance date. [2CFR200.33], [2 CFR 200.313] and [2 CFR 200.439].

10. Senior Community Service Employment Program (Title V) Budget must be submitted in accordance with the Budget Instruction Package, as issued by CDA, before the start-up of each fiscal year. The (Title V) Budget must correlate with Title V SCSEP activities and functions, stipulated within the annual Title V SCSEP Application.

5.7.1 Line-Item Budget Transfers

The AAA may transfer funds between line items under the following terms and conditions:

1. The AAA shall submit a revised budget to CDA for any line-item budget transfer of funds that is ten percent (10%) or more of the total budget.

2. The AAA shall maintain a written record of all budget changes and clearly document line-item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

5.8 Payments (Revised 08/25)

1. The AAA shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

2. Payments will be made to reimburse expenditures reported unless the AAA pre-selects an Advanced method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on a budget display. Payments after the advance has been provided will be made to reimburse expenditures reported, as outlined in Item 1 of this section of this Program Guide.

3. During the entirety of the funding period, the AAA shall report quarterly accruals and monthly actual expenditures. [2 CFR 2900.14]
4. The AAA shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
5. Upon written request by CDA, the AAA must submit additional documentation or justification to support the reported expenditures.
6. AAA shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

5.9 Reporting

1. The AAA shall:
 - a. Enter program and participant data into GPMS using the WDACS on a routine basis.
 - b. Review and continually seek to clear errors in the WDACS and the data must be timely, complete, accurate, and verifiable.
 - c. Create a plan to ensure accuracy of data from all levels which includes a method for the AAA or subcontractors to verify the accuracy of the data prior to submission to CDA.
 - d. Train and orient staff and subcontractor's staff on data collection and reporting requirements.
2. The AAA shall review DOL Case Management System (CMS) weekly, in accordance with DOL requirements to ensure accuracy of data entry into the WDACS.
3. The AAA shall review Data Quality Reports, monthly, in accordance with DOL requirements to ensure accuracy of data inputted into the WDACS.
4. The AAA shall submit a Corrective Action Plan describing the actions to be taken to achieve the performance goals if the project did not achieve the established performance goals in the previous fiscal year. [20 CFR 641.740(b)]
5. For purposes of reporting in the Schedule of Expenditures of Federal Awards in the audit, the federal grantor is the U.S. Department of Labor, Employment and Training Administration. The Catalog of Federal Domestic Assistance Number is 17.235.[OAA § 503(f)(3)(4)] [20 CFR 641.879]
6. The AAA shall submit its Title V SCSEP Project Quarterly Narrative Progress Report to CDA twenty (20) days after the close of each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]

5.10 Appeals

In the event of a dispute or grievance regarding the terms and conditions of this Program Guide, both parties shall abide by the following procedures:

1. The AAA shall first discuss the problem informally with CDA. If the problem is not resolved, the AAA must, within fifteen (15) working days of the failed attempt to resolve the dispute with CDA, submit a written complaint together with any evidence to the Division of Home and Community Living Deputy Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the AAA's position and the remedy sought. The Deputy Director shall, within fifteen (15) working days after receipt of the AAA's written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to [Section 3.10](#) of this Program Guide. Should the AAA disagree with the decision of the Deputy Director, the AAA may appeal the decision to CDA's Chief Deputy Director.
2. The AAA's appeal must be submitted within ten (10) working days from the date of the decision of the Division of Home and Community Living (DHCL) Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of the AAA's appeal, the Chief Deputy Director or designee shall meet with the AAA for review of the issues raised on appeal and issue a final written decision.
3. The AAA may appeal the final decision of CDA's Chief Deputy Director in accordance with the procedures set forth in 1 CCR 1200.
4. Costs incurred by the AAA or subcontractor for administrative or court review are not reimbursable.

5.11 Transition Plans and Obligations Upon Termination

1. The AAA shall submit a transition plan to CDA within fifteen (15) business days of delivery of a written Notice of Termination by CDA or Notice of Intent to Terminate by the AAA. The transition plan must be approved by CDA and shall at a minimum include the following:
 - a. A thirty (30) day written notice informing participants of program closure, reduction of slots, or change in service provider.
 - b. A process on how confidential records of participants and database files will be relinquished by the AAA and transferred to the new service provider.
 - c. A process to communicate with national Title V SCSEP grantees to transfer current participants into other employment/training opportunities.

- d. A process on how supportive services will be identified and provided to participants to ease in the transition.
 - e. A process to conduct a property inventory and plan to dispose of, transfer, or return to CDA all equipment purchased during the entire operation of the services outlined within this Program Guide.
 - f. A description of adequate staff to provide continued service through the term of the existing MOU. [22 CCR 7206(e)(4)]
2. The AAA shall implement the transition plan as approved by CDA. CDA will monitor the AAA's progress in carrying out all elements of the transition plan.
 3. The AAA agrees to implement a transition plan submitted by CDA to the AAA when the AAA fails to provide and implement a transition plan as required by [Section 3.9](#).

5.12 Closeout

1. The Title V/SCSEP Financial Closeout Report (CDA 90) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Local Finance Bureau. All AAAs are required to submit Closeout Reports as instructed by CDA.
2. Final expenditures must be reported to CDA in accordance with allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous fiscal year funding period to the current fiscal year funding period.

6 HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

6.1 Introduction

The California Health Insurance Counseling and Advocacy Program (HICAP) is a Mello-Granlund Older Californians Act (OCA) program authorized under Welfare and Institutions Code Sections 9530 – 9538 and 9541.

The purpose of HICAP is to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans.

Twenty-six (26) Area Agencies on Aging are responsible for the local management of HICAP in their designated HICAP's service area(s).

HICAP is supported through State and federal funds, and subject to U.S. Department of Health and Human Services (HHS) Administrative Requirements, which can be found in 45 CFR Part 75, federal grant terms and conditions, as well as implemented through the HHS Grants Policy Statement.

6.2 Assurances

1. The AAA shall assure, either as a HICAP direct services or contracted services, that the following conditions are met:
 - a. Services are provided only to the defined Eligible Service Population.
 - b. Public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.
 - c. Staffing is adequate to cover all requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 - d. The Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.
 - e. All persons affiliated with the Program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.
 - f. Participants who volunteer their time for the health insurance counseling and advocacy program may be reimbursed for expenses incurred, as specified in [Section 3.15.1](#).
2. The AAA shall assure, either as a HICAP direct services or contracted services, compliance with the State Conflict of Interest Requirements as they pertain to HICAP services as follows:
 - a. The project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other

insurance policies or plans; nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.

b. The project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The AAA shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.

c. All reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The AAA shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the AAA from soliciting program contributions from entities that do not pose a conflict of interest.

3. Materials published or transferred by the AAA and financed with funds under this Agreement shall:

a. Use the SHIP Logo and Tagline on all HICAP publications, including websites.

b. Identify the name of the entity, the address, and telephone number at which the supporting data is available.

c. Acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.

d. Assure that all HICAP related public information materials include the appropriate HICAP Product Disclaimer.

The AAA may select the appropriate Template Language that best corresponds with the AAA's, or contracted service provider's HICAP allocation(s). Template language should be edited to replace each reference of "XX" with the appropriate corresponding figure.

i. Product Disclaimer Template Option 1:

“This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

ii. Product Disclaimer Template Option 2:

This project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

4. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted in relation to the program funded by the authority provided by the MOU. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.

5. The AAA shall assure, either as HICAP direct services or contracted services, full compliance with full compliance with PM 19-08, to include:

- a. All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.
- b. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
- c. The Area Agency on Aging shall assure, either as HICAP direct services or contracted services, full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.

6. The AAA shall assure, either as HICAP direct services or contracted services, full compliance with 2 CFR 200.216.

The AAA is prohibited from the direct or indirect use of funds to:

- a. Procure or obtain;
- b. Enter into contract to procure or obtain; or

- c. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries and affiliates.
7. Contingent upon legislative approval for augmented Local Assistance funds and CDA's notice of availability of funds:
 - a. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 - b. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.
8. The AAA, whether providing HICAP directly or through contracted service providers, shall assure program funds are not used for Meals except for the following:
 - a. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement.
 - b. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
 - c. When providing training events for HICAP staff and all the following conditions are met:
 - i. The HICAP training event is at least four hours in length.
 - ii. The agenda for the training does not include a designated lunch break. (i.e., working lunch)
 - iii. All attendees sign an attendance sheet to confirm their participation throughout the training.
9. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with the Consolidated Appropriations Act, 2021, Public Law 116-260 to include Administration for Community Living (ACL) grant award funds may not be used:
 - a. To pay the salary of an individual at a rate in excess of \$221,990. HRSA Bulletin 2024-02E
 - b. To advocate or promote gun control (Section 217).

- c. To carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug (Section 522).
 - d. For lobbying purposes (Public Law 116-260 Section 503), such as:
 - i. For publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
 - ii. To pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policy- making and administrative processes within the executive branch of that government.
 - iii. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
10. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)).
- a. Provisions applicable to the AAA, whether providing HICAP services directly or through a contracted service provider, that are private entities:

Employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
- b. The Department may terminate this agreement, without penalty, if the AAA that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either:
 - 1) Associated with performance under this agreement; or
 - 2) Imputed to the AAA using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the Administration for Community Living at 2 CFR part 376.
- c. The AAA must inform CDA immediately of any information received from any source alleging a violation of a prohibition in paragraph a.
 - i. Of the MOU term.
 - ii. CDA's right to terminate unilaterally that is described in paragraph b:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to CDA under this agreement
 - 3) The AAA must include the requirements of paragraph a of this agreement in any subcontract.
- d. Definitions for purposes of this contract item:
 - i. "Employee" means either:
 - 1) An individual employed by the AAA or a subcontractor who is engaged in the performance of the project or program under this agreement; or

- 2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery
 - iii. “Private entity”:
 - 1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - 2) Includes:
 - a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)
 - b) A for-profit organization
 - iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)
11. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with the 48 CFR 3.901 Whistleblower Protections for Contractor Employees which protects contractor employees from reprisal for disclosure of information (41 U.S.C. 4705).
12. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with Obergefell v. Hodges, 576 U.S. 644 (2015), the U.S. Supreme Court’s decision which held that States may not deny same-sex couples the right to marry. The AAA is expected to recognize same-sex marriage, given that marriage is also recognized by a U.S. jurisdiction. Accordingly, the AAA 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.
13. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with the HHS Grants Policy Statement (GPS),

which are common across all HHS Operating Divisions (OPDIVs) and apply as indicated in the HHS GPS unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in individual Notices of Awards).

6.3 Program Definitions

1. **“Eligible Service Population”**: Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long-term care planning and long-term care insurance counseling services. [Welf. & Inst. Code § 9541(c)(1), (c)(2), (c)(4)-(6)]
2. **Older Californians Act (OCA)**: Welf. & Inst. Code § 9541 of the Mello-Granlund Older Californians Act, which is the enabling legislation for HICAP.
3. **“Health Insurance Counseling and Advocacy Program” (HICAP)**: a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
4. **“Medicare Modernization Act 2005 (MMA) State Funds”**: the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
5. **“State Health Insurance Assistance Program” (SHIP)**: a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
6. **“Program Income”**: revenue generated by the AAA or Subcontractor from Program Guide and Program supported activities, and may include:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under the MOU.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of goods created under CDA grant funds.

6.4 Scope of Work

The AAA, whether providing HICAP directly or through a subcontract, shall:

1. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Program Guide, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of the MOU.
2. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
3. Provide timely notice to CDA of any changes to the Program or changes in the status of the AAA or Subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the AAA will forward this information to CDA.
4. Submit the name of the HICAP Program Manager to CDA within thirty (30) days of initial employment. If subcontracted, the AAA will forward this information to CDA.
5. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, and Long-Term Care Community Educators, designed to expand services as broadly as possible [WIC 9541(c)(7)]. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
6. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
7. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days received.
8. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.

9. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party. AAAs are encouraged to use the CDA 9009 (Authorization for Use/Disclosure of Health Information), or a similar form developed by the AAA.
10. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual. [Welf. & Inst. Code § 9541(f)(4)]
11. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics. [Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
12. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual. [Welf. & Inst. Code § 9541(e)]
13. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency. [Welf. & Inst. Code § 9541(f)(7)]
14. Maintain a program data collection and reporting system as specified in [Section 6.9](#) of this Program Guide.
15. Collect, track, and report on all aspects of HICAP activity as specified in [Section 6.9](#) of this Program Guide, to assess the Contractor's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures.
16. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.
17. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.
18. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
19. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:

- a. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
- b. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]
- c. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]
- d. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
 - i. Counseling sessions are required to be conducted by a registered HICAP counselor.
 - ii. The client may be either the person imminently becoming eligible for Medicare, enrolled in Medicare, or their representative.
- e. Report the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP).

The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

20. Perform the following if subcontracting for HICAP program services:

- a. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of the MOU.
- b. Ensure all applicable provisions required within this Program Guide and the MOU are included in any subcontract entered into by the AAA to carry out the terms of this Program Guide and the MOU.
- c. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The AAA shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

- d. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Program Guide and the MOU. [45 CFR 1321.11]
- e. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.

21. AAAs are required to integrate HICAP in their Area Plan and annual updates, following CDA guidance. When Area Plans or annual updates are submitted, AAAs must ensure that the submitted Area Plan or annual update either aligns with the approved HICAP budget or submit a budget revision to align with the Area Plan, as outlined in Area Plan chapter of this Program Guide. [Welf. & Inst. Code § 9535(b)]

6.5 Budget and Budget Revisions (Revised 08/25)

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this [Section 6.7.1](#) and shall not be entitled to payment for these expenses until the MOU is approved and executed by CDA. The approved budget is hereby incorporated by reference into the MOU.
2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by the MOU:
 - a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs.
 - i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - 2) Be incorporated into the official records of the non-federal entity;
 - 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

- 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
 - 5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
 - ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
 - b. Fringe Benefits.
 - c. Contractual Costs - subcontract and consultant cost detail.
 - d. Allocated Direct Costs - requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
 - e. Rent - total costs.
 - f. Supplies – to include items that do not qualify as property. See Section 3.4 Property, of this Program Guide.
 - g. Property - detailed descriptions and unit costs. See section 3.4 Property, of this Program Guide.
 - h. Staff Training – attendance cost for necessary training, specified for each fund source.
 - i. Travel (In State and Out of State) - mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs - facilities, operating expenses, and other ordinary and necessary costs.
3. The AAA shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Item 2 above.

6.5.1 Indirect Costs – Increases effective April 1, 2025 (*Revised 08/25*)

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the AAA's Modified Total Direct Costs (MTDC).

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. AAAs requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
3. 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).

6.6 Program Specific Funds

6.6.1 Program Income

1. No Program Income is required under the terms and conditions of this Agreement.
2. No fees may be charged for services, although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as Program Income. (Applicable to HICAP program only.)

6.6.2 One-Time Only (OTO) Funds

OTO funds, if any, are non-transferable between funding sources and are to be used for the purposes for which they were originally allocated. This means that OTO funds can only be used in the program in which they were accrued.

6.6.3 Administration

AAA Administration shall be no more than ten percent (10%) of the total program allocation per term, as outlined on the budget display.

6.7 Program Specific Budget and Budget Revisions

1. The AAA shall submit electronically the original HICAP Budget thirty (30) days after budget displays have been released, unless otherwise instructed by CDA.
2. The AAA shall submit electronically a budget revision thirty (30) days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by CDA.
3. The final date to submit a budget revision is sixty (60) days prior to the end of the budget period, unless otherwise specified by CDA. CDA will not accept any budget revisions after the budget period has expired. Budget periods associated with the MOU and this Program Guide are outlined within the HICAP budget display.
4. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the AAA shall submit a revised budget to CDA, prior to implementation of said change.

6.7.1 Line Item Budget Transfers

The AAA may transfer funds between line items under the following terms and conditions:

1. The AAA shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.
2. The AAA shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

6.8 Payments *(Revised 08/25)*

1. The AAA shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA

2. Payments will be made to reimburse expenditures reported unless the AAA pre-selects an Advance method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on the budget display. Payments after the advance has been provided will be made to reimburse expenditures reported as outlined in Item 1 of this section of this Program Guide.
3. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the AAA of any disputed expenditures.
4. The AAA shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
5. Upon written request by CDA, the AAA must submit additional documentation or justification to support the reported expenditures.
6. AAA shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

6.9 Reporting

1. The AAA shall ensure, either as a direct services or contracted services HICAP, that program data is entered into the Statewide HICAP Automated Reporting Program (SHARP) in accordance with CDA requirements [Welf. & Inst. Code § 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.
 - a. The AAA shall review and approve program performance data entered into SHARP.
 - b. The AAA shall review and approve performance data, and submit programmatic data using SHARP for the reporting periods as follows:

| Reporting Period | Due Date |
|----------------------------|--------------|
| April 1 – April 30 | May 15 |
| May 1 – May 31 | June 15 |
| June 1 – June 30 | July 15 |
| July 1 – July 31 | August 15 |
| August 1 – August 31 | September 15 |
| September 1 – September 30 | October 15 |
| October 1 – October 31 | November 15 |

| | |
|--------------------------|-------------|
| November 1 – November 30 | December 15 |
| December 1 – December 31 | January 15 |
| January 1 – January 31 | February 15 |
| February 1 – February 28 | March 15 |
| March 1 – March 31 | April 15 |

2. The AAA, whether providing HICAP directly or through contracted service providers, shall train and orient staff regarding program data collection and reporting requirements. The AAA shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]

3. The AAA, whether providing HICAP directly or through contracted service providers, shall provide to CDA for approval, a detailed HICAP Work Plan that outlines the strategies and use of resources to complete project goals as provided by CDA.

The AAA's proposed HICAP Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the AAA.

The CDA-approved HICAP Work Plan is hereby incorporated into the MOU by reference.

Requests to modify or amend the approved Work Plan may be made by either CDA or the AAA at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

6.10 Transition Plans and Obligations Upon Termination

1. In the event of a change in a HICAP contracted service provider, the AAA shall assure that a subsequent HICAP contracted service provider is available to complete any open cases or transactions during the transition period. This shall include Medicare appeals and timelines with the Centers for Medicare & Medicaid Services or hearing officers.

2. The AAA shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or AAA's Notice of Intent to Terminate. The transition plan must be approved by CDA and shall at a minimum include the following:

- a. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new provider.

- b. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new provider.
 - c. A description of how clients will be notified about the change in and continuation of, their HICAP services.
 - d. A description of how communications with other HICAP sites, local agencies and advocacy organizations shall be made to assist in locating alternative services as needed.
 - e. A description of how community referral sources will be informed of the pending termination of this HICAP MOU or contracted service provider agreement and the transition and provision of services.
 - f. A description of how sensitive and confidential records will be transferred.
 - g. A description of adequate staff to provide continued service through the term of the existing agreement. [22 CCR 7206(e)(4)]
 - h. A plan to conduct a property inventory and transfer, or return to CDA all equipment purchased with HICAP funds as directed by CDA.
 - i. Additional information as necessary to effect a safe transition of clients from the outgoing AAA or Subcontractor to the new AAA or subcontractor.
3. The AAA shall require a contracted service provider, in the event of a change of a HICAP contracted service provider, either as a result of a routine procurement process or a subcontract termination, to submit a transition plan to the AAA upon written Notice of Termination by the AAA or Notice of Intent to Terminate by the contracted service provider. The AAA shall submit the transition plan to CDA at least fifteen (15) days prior to the termination of the agreement, in accordance this section of the Program Guide. The transition plan must be approved by CDA prior to implementation.
4. The AAA shall implement the transition plan as approved by CDA.
5. CDA will monitor the AAA's progress in carrying out all elements of the transition plan.

6.11 Closeout

- 1. All AAAs shall submit a Closeout Report to the Local Finance Bureau once per State Fiscal Year, covering the period of April 1st – March 31st.
- 2. Final expenditures must be reported to CDA in accordance with the allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will

reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous fiscal year funding period to the current fiscal year funding period.

7 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA)

7.1 Introduction

The Medicare Improvements for Patients and Providers Act (MIPPA) of 2008 is a multi-faceted piece of legislation related to Medicare. One important provision of MIPPA is the allocation of federal funding (through Section 119) for State Health Insurance Assistance Programs (SHIPs), Area Agencies on Aging (AAAs), and Aging and Disability Resource Centers (ADRCs) to help low-income Medicare beneficiaries apply for programs that make Medicare affordable. In addition to SHIPs, AAAs, and ADRCs, Tribes can also receive small grants to do MIPPA outreach in their communities. MIPPA grants are administered by the U.S. Administration for Community Living (ACL).

MIPPA legislation also funds a National Center for Benefits Outreach and Enrollment, currently operated by NCOA.

7.2 Assurances

7.2.1 Order of Authority

This Program Guide is subject, in descending order, to the requirements applicable under (1) the Medicare Improvements for Patients and Providers Act of 2008 - Section 119, Public Law (PL) 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized by Section 610 of the American Taxpayer Relief Act of 2012 (ATRA), reauthorized by Section 110 of the Protecting Access to Medicare Act of 2014, reauthorized by the Medicare Access and CHIP Reauthorization Act of 2015, and reauthorized for two years under the Bipartisan Budget Act of 2018 (P.L. 115-123, BBA of 2018); reauthorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020; (2) other applicable federal statutes and their implementing regulations; (3) program regulations; (4) terms of conditions of the award.

By expending funds received under this award, the recipient commits to ensuring that it will carry out the project/program described in its approved state plan(s). Funds must be expended on the approved MIPPA plans; failure to do so will

result in the disallowance of expenditures and require the return of all funds spent on inappropriate activities.

7.2.2 Audit Requirement

This Program Guide is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under Title 45 CFR Part 75. These requirements and additional terms and conditions can be found the ACL website:

<https://www.acl.gov/grants/managing-grant>

The AAA 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:

93.071 Priority Area 1: SHIPs, Priority Area 2: AAAs, Priority Area 3: ADRCs

Expenditures will also be identified separately by Catalog of Federal Domestic Assistance (CFDA) number as separate rows on Form SF-SAC. For questions and information concerning the submission process, please visit:

https://harvester.census.gov/facides/Files/2015_2018%20Checklist%20Instructions%20and%20Form.pdf

7.2.3 Products

At any phase of the project period, the AAA shall deliver to CDA, upon request, any materials, systems, or other items developed, refined, or enhanced under this Program Guide. The Recipient agrees that CDA and ACL shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for federal or state government purposes.

7.2.4 MIPPA Product Disclaimer

The AAA shall assure that all MIPPA related public information materials include the appropriate MIPPA Product Disclaimer.

The AAA may select the appropriate Template Language that best corresponds with the AAA's, or sub-contractor's MIPPA contract allocation(s) and has been edited to replace each reference to "XX" with the appropriate corresponding figure.

1. Product Disclaimer Template Option 1:

"This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do

not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

2. Product Disclaimer Template Option 2:

This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

7.2.5 Whistleblower Protections

AAAs are hereby given notice that the 48 CFR Section 3.908, implementing Section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Program Guide.

7.2.6 United States v. Windsor

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013), Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. Section 7. All contractors/subcontractors are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 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, AAAs/subcontractors 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 HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

7.2.7 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The AAA shall assure, either as MIPPA direct services or contracted services, full compliance with 2 CFR 200.216. The AAA is prohibited from the direct or indirect use of funds to:

1. Procure or obtain; or

2. Enter into contract to procure or obtain; or
3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications.

Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries, and affiliates.

7.2.8 Funding Restrictions

Funds may not be used for the following purposes:

1. Construction and/or major rehabilitation of buildings.
2. Basic research (e.g. scientific or medical experiments)
3. Continuation of existing projects without expansion or new and innovative approaches.
4. Meals are generally unallowable, except for the following:
 - a. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement, and
 - b. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

7.2.9 Cooperation with National Center for Benefits Outreach and Enrollment (NCBOE)

The AAA shall assure engagement in NCBOE peer learning opportunities, such as webinars and communities of practice.

7.2.10 Training

The AAA shall assure project staff maintain a comprehensive understanding of project expectations. This includes, but is not limited to attendance of CDA-hosted MIPPA meetings and/or trainings by service provider management staff and/or designees.

7.2.11 Connectivity

The AAA shall maintain the capability to send and receive e-mail communications and other information through the internet, including expanding/maintaining internet capability at the local program level. Counselors should have access to internet-based enrollment and counseling tools at the time and place of counseling.

7.2.12 Compliance with ACL Guidance Related to VRPM

The AAA shall assure, either as direct services or contracted services, full compliance with Administration for Community Living (ACL) guidance related to Volunteer Risk and Program Management (VRPM) policies.

ACL VRPM required policies include, but are not limited to:

1. All volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.
2. The AAA shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for assignments.

ACL VRPM requirements can be accessed from the [ACL VRPM Policies Webpage](#).

7.2.13 ACL Guidance Related to Conflicts of Interest

The AAA shall assure, either as direct services or contracted services, compliance with ACL guidance related to Conflict of Interest (COI), which includes, but is not limited to, guidance provided on the [ACL Managing Conflicts of Interest in SHIP, SMP and MIPPA Programs Webpage](#) and the guidance document, [Conflict of Interest: Identification, Remedy, and Removal](#).

7.3 Program Definitions

1. **Aging and Disability Resource Connection (ADRC):** a program that helps older adults and individuals with disabilities make informed decisions about their service and support options, and serves as a single point of entry to the long-term care system. Outside California, these programs are called Aging and Disability Resource Centers. The terms are used interchangeably in this agreement. ADRCs were established through a collaborative effort of the U.S. Administration for Community Living (ACL) and the Centers for Medicare & Medicaid Services.
2. **Eligible Service Population:** individuals defined as Medicare eligible beneficiaries likely to be qualified for Medicare Part D, the Low-Income Subsidy (LIS) Prescription Drug Program, and/or the Medicare Savings Programs (MSP).
3. **Enhanced Outreach:** outreach activities that include, but are not limited to, disease prevention and promoting wellness and are above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program [SHIP] funds or Older Americans Act [OAA] outreach funds).
4. **Enrollment Assistance:** one-on-one assistance to beneficiaries completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.

5. **Enrollment Assistance Centers:** locations equipped and designated for LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.
6. **Health Insurance Counseling and Advocacy Program (HICAP):** a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a statewide basis. [Welf. & Inst. Code §9541]
7. **Indirect Costs:** 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.
8. **Low-Income Subsidy (LIS):** a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.
9. **Medicare Improvements for Patients and Providers Act (MIPPA) of 2008:** legislation that amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare program, to improve beneficiary access to preventive and mental health services, to enhance low-income benefit programs, and to maintain access to care in rural areas, including pharmacy access.
10. **Medicare Part D Low-Income Subsidy (LIS)/Extra Help:** a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.
11. **Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the “Medicare Modernization Act” or “MMA”):** legislation that imposed the most sweeping changes to the Medicare program since its inception, including the addition of a prescription drug benefit through a new Medicare Part D.
12. **Medicare Savings Programs (MSP):** three programs that serve Medicare beneficiaries who do not qualify for full Medi-Cal: Qualified Medicare Beneficiaries, Specified Low-Income Medicare Beneficiaries, and Qualified Individuals. Beneficiaries enrolled in one of these Medicare Savings Programs automatically receive LIS.
13. **National Center for Benefits Outreach and Enrollment (NCBOE):** an organization that helps organizations enroll seniors and younger adults with disabilities with limited means into the benefits programs for which they are eligible so that they can remain healthy and improve the quality of their lives.

14. **Program Income:** revenue generated by the AAA or subcontractor from activities and services outlined within this Program Guide and the MOU. Program income is:

- a. Voluntary contributions received from a participant or responsible party as a result of the service(s).
- b. Income from usage or rental fees of real or personal property acquired with funds provided under the authority of this Program Guide and the MOU.
- c. Royalties received on patents and copyrights from Program Guide-supported activities.
- d. Proceeds from the sale of items fabricated under a contract agreement.

15. **Rural:** all territory, population and housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

16. **State Health Insurance Assistance Program (SHIP):** a national program supported by the federal ACL that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.

17. **Urban:** all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

7.4 Scope of Work

7.4.1 Program Provisions

1. The Scope of Work shall be performed by the AAA and/or its subcontractors, which may include, but not be limited to, the HICAP and the ADRC (where applicable). MIPPA Eligible Service Providers receiving one or more MIPPA Priority Area allocations are responsible for the corresponding Activities outlined below:

- a. MIPPA Priority Area 1 (SHIP)

- i. Eligible Service Providers: HICAP Service Provider, whether provided as a direct service or through a subcontractor.
 - ii. Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.
 - b. MIPPA Priority Area 2 (AAA):
 - i. Eligible Service Providers: AAA Programs, may include HICAP Service Providers.
 - ii. Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.
 - c. MIPPA Priority Area 3 (ADRCs):
 - i. Eligible Service Provider: Designated ADRCs, may include HICAP Service Providers serving the ADRC service area.
 - ii. Activities: Must provide outreach regarding Medicare Part D benefits related to LIS and MSPs, and conduct outreach activities aimed at preventing disease and promoting wellness.
 - d. All Priority Areas – SHIPs, AAAs, and ADRCs: Must conduct outreach activities aimed at preventing disease and promoting wellness.
2. All MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal SHIP/ State HICAP funds), and they must support attainment of performance objectives specified by the California Department of Aging (CDA) (available on the CDA website).

7.4.2 AAA Responsibilities

The AAA, directly or through coordination and collaboration with subcontractors, local aging network resources, and community partners shall:

1. Provide MIPPA Program Activities in the corresponding service area(s) where MIPPA Priority Area 1 (AAA), MIPPA Priority Area 2 (SHIP), and MIPPA Priority Area 3 (ADRC) funding has been allocated. For MIPPA Priority Area 3 (ADRC) allocation, program activities must be provided in the corresponding ADRC service area as indicated in the Budget Display.

2. Provide to CDA for approval, a detailed MIPPA Work Plan (CDA 7001M) that outlines the AAA's and subcontractors' (if applicable) strategies and use of resources to complete project goals as provided by CDA.

The proposed MIPPA Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the AAA.

The CDA-approved MIPPA Work Plan is hereby incorporated by reference as part of this Program Guide.

Requests to modify or amend the approved Work Plan may be made by either CDA or the AAA at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

3. Prepare and submit MIPPA-related budget(s) and budget reports as specified by CDA. In addition, the Contractor shall review, approve, and monitor all MIPPA-related budgets, expenditures and revisions of subcontractors including, but not limited to, HICAP(s) and ADRC(s) (where applicable).

4. Monitor, on an ongoing basis, all use of MIPPA funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the MIPPA funds are administered in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved [2 CFR Section 200.328]. Program and fiscal monitoring shall be performed during the term of this Agreement.

5. Evaluate each subcontractor's risk of noncompliance with federal statutes, regulations, and the terms and conditions of this Program Guide and the MOU for purposes of determining the appropriate subcontractor monitoring as required under 2 CFR Section 200.331(b), which may include consideration of such factors as:

- a. Prior experience with the same or similar subcontracts;
- b. Results of previous audits including whether or not the Subcontractor receives a Single Audit in accordance with 2 CFR Part 200, Subpart F—Audit Requirements, and the extent to which the same or similar subcontract has been audited as a major program;
- c. Whether the Subcontractor has new personnel or new or substantially changed systems; and
- d. The extent and results of federal awarding agency monitoring (e.g., if the Subcontractor also receives federal awards directly from a federal awarding agency).

6. Consider imposing specific conditions as described in 2 CFR Section 200.207 upon a subcontractor with a history of failure to comply with general or specific terms and conditions of a federal award or failure to meet expected performance goals of the Program Guide.
7. Monitor the activities of the Subcontractor as necessary to ensure that funding is used solely for authorized purposes in compliance with federal statutes, regulations, and the terms and conditions of this Program Guide and the MOU; and that performance objectives are achieved.
8. The AAA, while monitoring the Subcontractor, must:
 - a. Review required financial and programmatic reports.
[2 CFR Section 200.302]
 - b. Follow-up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to funds awarded to perform MIPPA services through this Program Guide and MOU detected through audits, on-site reviews, and other means.
 - c. Issue a management decision for audit findings pertaining to the funds awarded to perform MIPPA services through this Program Guide and MOU as required by 2 CFR Section 200.521.
9. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
10. Maintain and distribute up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
11. Prepare and submit the Budget to the CDA Local Finance Bureau, as referenced in [section 7.5](#), Budget and Budget Revisions, of this Program Guide.
12. Ensure that AAAs and/or MIPPA service provider key personnel attend all CDA required MIPPA meetings and training sessions.

7.4.3 Performance Measures

The AAA shall collect, track, and report on all aspects of MIPPA activities specified in [Section 7.8](#), of this Program Guide. MIPPA related activities that are measured through federal MIPPA Performance Measures, include:

1. The number of counseling services for beneficiaries under 150% of the Federal Poverty Level
2. The number of persons reached through interactive presentations, booth/exhibits, mobile info vans, and enrollment events

3. The number of counseling services for beneficiaries in Target Beneficiary Groups (Under 65, Rural, Native American, English as a Secondary Language)
4. The number of counseling services where applications were submitted for Limited Income Subsidy (LIS)/Extra Help and Medicare Savings Programs (MSPs)

7.4.4 Other Provisions and Assumptions

1. The AAA, whether providing services directly or through a subcontract, shall ensure:
 - a. Services are provided to the Eligible Service Population as defined.
 - b. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, and services as provided in 2 CFR 200 Subpart D, Procurement Standards.

7.5 Budget and Budget Revisions *(Revised 08/25)*

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Program Guide and shall not be entitled to payment for these expenses until the MOU is approved and executed by CDA. The approved budget is hereby incorporated by reference into the MOU.
2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by this Program Guide and the MOU:
 - a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:
 - i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - 2) Be incorporated into the official records of the non-federal entity;

- 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
 - 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
 - 5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
- ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- b. Fringe Benefits.
 - c. Contractual Costs - subcontract and consultant cost detail.
 - d. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
 - e. Rent – total costs
 - f. Supplies – to include items that do not qualify as property. See section 3.4 Property, of this Program Guide.
 - g. Property - detailed description and unit costs. See section 3.4, Property, of this Program Guide.
 - h. Travel (In State and Out of State) - mileage reimbursement rate, lodging, per diem and other costs.
 - i. Staff Training – attendance costs for necessary training, specified for each fund source.
 - j. Other Costs - facilities, operating expenses, and other ordinary and necessary costs.

3. The AAA shall ensure that the subcontractor shall submit a budget, which shall be incorporated by reference into the subcontract and will have, at a minimum, the categories listed in Item 2. above.
4. The AAA shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceed ten percent (10%) of the total budget for each sub-cost category
5. The AAA shall maintain a written record of all budget changes and clearly document line item changes. The records shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
6. Unless otherwise specified by CDA, the final budget revision must be submitted at least sixty (60) days prior to the ending date of the budget period, as outlined on the program Budget Display.
7. The budget is due electronically to the Local Finance Bureau no later than thirty (30) days from the date of the transmission of the Budget Display and MOU.
8. Funds made available under this Program Guide and the MOU shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.

7.5.1 Indirect Costs - Increases effective September 1, 2025 (*Revised 08/25*)

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the AAA's and/or Subcontractor's modified total direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)].
2. AAAs requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

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). [45 CFR 75.414(a)]

7.6 Program Specific Funds

1. Program Income

No Program Income is required under the terms and conditions of this Program Guide and the MOU.

2. Matching Contributions

No match is required under the terms and conditions of this Program Guide and the MOU.

3. Administration

AAA Administration shall be no more than ten percent (10%) of the total program allocation.

4. Property

Property with per unit cost over \$5,000 or any reportable property as outlined in the property section of this guide, regardless of cost, requires justification from the AAA and approval from CDA. Property must be included on and will be approved via an approved MIPPA Budget.

7.7 Payments (Revised 08/25)

The State shall reimburse the AAA with MIPPA funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Program Guide and the MOU. The following process applies to all funding with this Program Guide and the MOU:

1. The AAA shall submit monthly expenditures in an electronic format, utilizing the CDA's online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.
2. Payments will be made to reimburse monthly expenditures reported unless the AAA pre-selects an Advance method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on the budget display. Payments after the advance has been provided will be made to reimburse expenditures reported, as outlined in Item 1 of this section of this Program Guide.
3. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the AAA of any disputed expenditures.
4. The AAA shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.

5. Upon written request by CDA, AAA must submit additional documentation or justification to support the reported expenditures.
6. The AAA shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
 - a. If the MOU is executed late to no fault of CDA then the AAA may be liable for the incurred processing fees.
 - b. If the MOU is executed late due to CDA's handling, then CDA shall cover the incurred processing fees.
7. The AAA shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

7.8 Reporting

1. Data Reporting and Collection
 - a. The AAA is required to collect and report data as specified by CDA for work completed by the AAA and the ADRC (where applicable). Refer to:
https://aging.ca.gov/Providers_and_Partners/Health_Insurance_Counseling_and_Advocacy_Program/#pp-mippa for reporting guidance.
 - b. The AAA shall ensure participating HICAPs report work completed under the Agreement using the Statewide HICAP Automated Reporting Program (SHARP).
 - c. The AAA shall ensure that all performance data is submitted according to CDA-approved reporting procedures and timelines and is timely, complete, accurate, and verifiable.
 - d. CDA reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.
2. Narrative Reports
 - a. Narrative reports are due to CDA at dates to be specified by CDA.
 - b. All narrative reports shall specify how the contract funds were used, progress to date in achieving MIPPA Work Plan objectives, barriers encountered, and steps taken to overcome these barriers.

7.9 Transition Plans and Obligations Upon Termination

In the event of a change in subcontractors during the term of the MOU, the AAA shall assure that a subsequent subcontractor is available to complete any open

cases or transactions during the transition period. This shall include all requirements specified this Program Guide and the MOU.

7.9.1 Transition Plan

The AAA shall submit a transition plan to CDA for approval within fifteen (15) days of a written Notice of Termination by CDA or Notice of Intent to Terminate by the AAA or subcontractor. The transition plan must be approved by CDA prior to implementation and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new AAA or Subcontractor.
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new AAA or Subcontractor.
3. A description of how clients will be notified about the change and how their services will be continued.
4. A description of how communications with other HICAP sites, ADRCs (where applicable), local agencies and advocacy organizations may be made to assist in locating alternative services as needed.
5. A description of how community referral sources will be informed of the change of AAA or subcontractor and the continuation of services.
6. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records.
7. A description of the qualifications of the requisite staff that would ensure continued provision of services through the term of the existing MOU.
8. A plan that specifies a timeline for the transition.
9. A plan to conduct a property inventory and transfer, or return to the CDA, all equipment purchased with these Program funds as directed by CDA.
10. Additional information as necessary to effect a safe transition of clients from the outgoing AAA to the new AAA.

The AAA shall implement the transition plan as approved by CDA.

CDA will monitor the AAA's progress in carrying out all elements of the transition plan.

7.10 Closeout

1. The MIPPA Financial Closeout Report and the Program Property Inventory Certification shall be submitted annually to the CDA Local Finance

Bureau. All AAAs are required to submit Closeout Reports with actual expenditures, electronically, as instructed by CDA..

2. All AAAs are required to submit a Program Property Inventory Certification annually, at the time of closeouts, to Property@aging.ca.gov or as instructed by CDA.

3. Final expenditures must be reported to CDA in accordance with allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 calendar days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from the outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous year's contract to the current contract period.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Audrey Rice, Management Analyst I
MEETING DATE: January 6, 2026
SUBJECT: Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant (1), (.875) FTE permanent part-time Head Cook position at the Quincy Nutrition site; partial General Fund Impact and Senior Services funded.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) permanent part-time Head Cook for the Senior Nutrition Program at the Quincy Nutrition site.

Background and Discussion:

There is a need to hire a permanent part-time Head Cook at the Quincy Nutrition site. The Department of Public Health is requesting to fill this vacancy due to a resignation. The appropriate Critical Staffing Questionnaires and Departmental Organizational Chart are attached.

Action:

Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant (1), (.875) FTE permanent part-time Head Cook position at the Quincy Nutrition site; partial General Fund Impact and Senior Services funded.

Fiscal Impact:

Partial General Fund Impact and Senior Services funded.

Attachments:

1. Head Cook
2. 6-Senior Nutrition & Transportation Services Division
3. Critical Staffing Request Head Cook

HEAD COOK

DEFINITION

Under supervision from the Site Manager and general direction of the Nutritionist performs a wide variety of skilled quantity cooking and meal preparation and coordinates and manages all aspects of food service operation at a senior nutrition center.

DISTINGUISHING CHARACTERISTICS

Incumbents perform complex cooking assignments and must be able to prepare all food items including entrées, vegetables, salads, deserts and baked goods. Must be able to provide lead direction and train assistant cooks and other kitchen help. This class distinguished from the Assistant Cook in that the Head Cook has the responsibility to perform complex cooking assignments of all food items.

REPORTS TO

Site Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

Does not directly supervise subordinate staff but does provide lead direction and helps train assistant cook and other kitchen support staff.

EXAMPLES OF DUTIES

- Prepares and cooks all types of food in quantities.
- Follows recipes.
- Uses a wide variety of kitchen equipment such as blenders, mixers, grinders and slicers.
- Properly uses and stores leftover food in according to prescribed procedures.
- Keeps all necessary records concerning food service operation.
- Monitor the practices of all food service staff.
- Purchases foods and food stuffs and other goods essential for the food service operation in accordance with menus supplied by the Nutritionist.
- Coordinates food service staff activities on a daily basis.
- Cleans and maintain all food services areas and storage facilities in the appropriate manor.
- Appropriately packages meals being transported from the site.

HEAD COOK - 2

TYPICAL PHYSICAL REQUIREMENTS

Stand for extended periods; physical ability to lift up to 50 pounds without assistance; use of kitchen tools and equipment including knives, hand and power equipment; normal manual dexterity and hand eye coordination; stoop, kneel, bend as necessary to pick up or remove objects; corrected hearing and vision to normal range; ability to communicate verbally.

TYPICAL WORKING CONDITIONS

Work is performed in a Senior Nutrition Center including kitchens and dining room environment; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of

- Procedure and equipment used in the storage, care, preparation and cooking of food in large quantities.
- Sanitary practices and handling of food.
- Methods of cleaning and care of utensils and equipment and work areas.
- Food storage and inventory control procedures and techniques.
- Proper use care and maintenance of all food service equipment.

Ability to

- Cook and preserve a variety of attractive and palatable dishes in large quantities.
- Direct the work of assigned kitchen staff.
- Understands and follow recipes and written and oral instructions.
- Complete skilled quantity cooking of complex menus with minimal supervision.
- Prepares baked goods from basic ingredients.
- Estimate food quantities.
- Order food and supplies.
- Practice the highest standards of food and kitchen safety and sanitation.
- Read, write and do mathematical computations necessary for successful job performance.
- Establish and maintain effective working relationships.
- Communicate effectively.
- Obtain and maintain CPR and First Aid certification.

HEAD COOK - 3

Training and Experience: any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying:

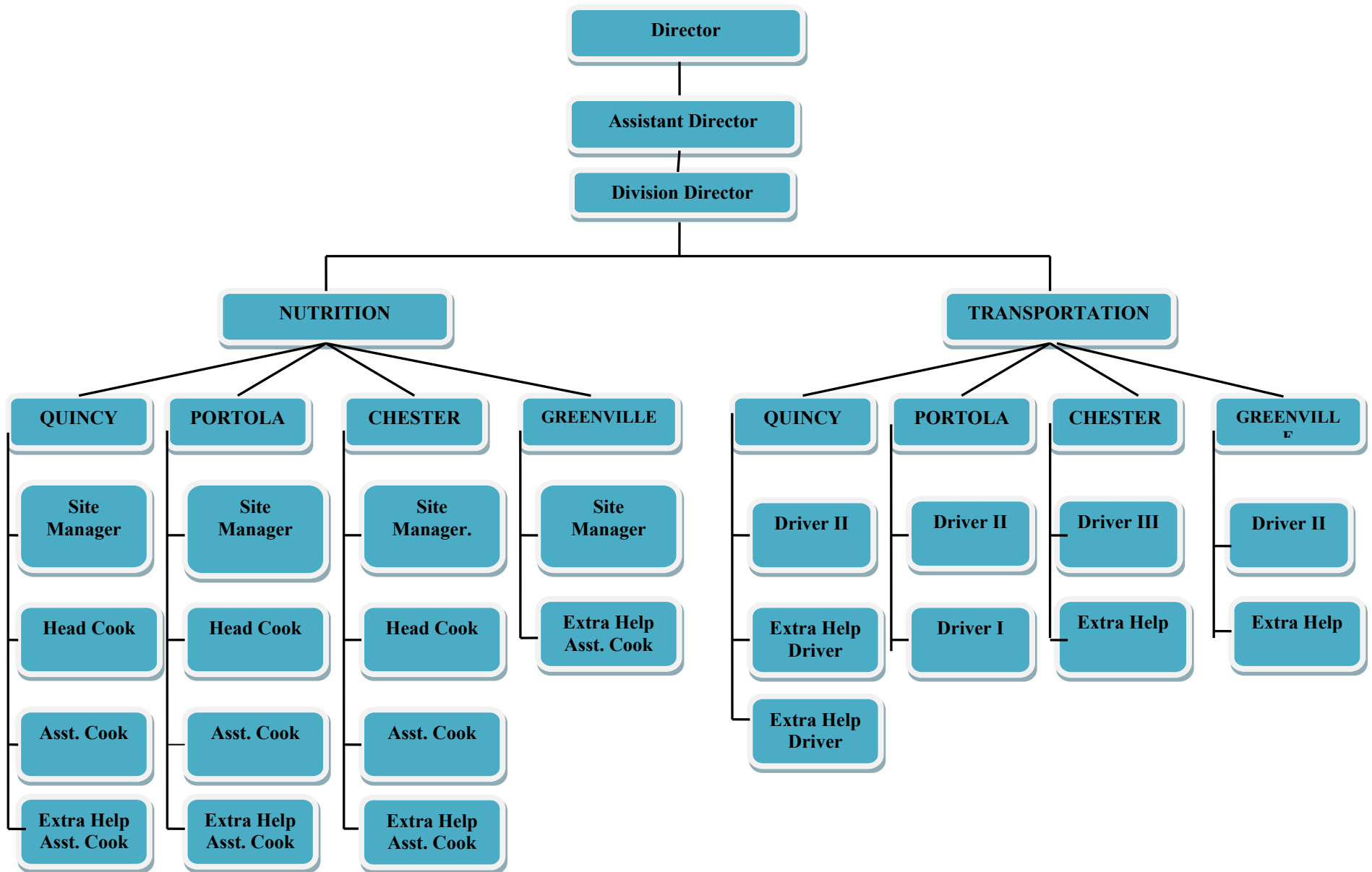
Three (3) years experience in commercial or institutional cooking or equivalent combination of institutional/commercial cooking education courses and experience.

Special Requirements

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

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION**

6



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Head Cook / Public Health Agency

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

Under supervision from the Site Manager and general direction of the Nutritionist performs a wide variety of skilled quantity cooking and meal preparation and coordinates and manages all aspects of food service operation at a senior nutrition center. — Why is it critical that this position be filled at this time?

Not filling this position will hinder the services that Senior Nutrition is able to provide its clientele.

- How long has the position been vacant?

Effective 12/2025

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

The department's wage and benefits portion of the 25/26 budget includes funds for this position.

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

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

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

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

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

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

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

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

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

FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Joshua Mizrahi, Human Resources Director
MEETING DATE: January 6, 2026
SUBJECT: Approve RESOLUTION to amend fiscal year 2025/2026 Plumas County position allocation for the Social Services Department, flexibly allocating the Senior Social Worker A/B and Social Worker I/II/III, approved as to from by County Counsel.

Recommendation:

Approve **RESOLUTION** to amend fiscal year 2025/2026 Plumas County position allocation for the Social Services Department, flexibly allocating the Senior Social Worker A/B and Social Worker I/II/III, approved as to from by County Counsel.

Background and Discussion:

This will allow the Social Services department to retain staff by appropriately promoting staff them when they have met the minimum qualifications for that role.

Action:

Approve resolution to amend fiscal year 2025/2026 Plumas County position allocation for the Social Services Department, flexibly allocating the Senior Social Worker A/B and Social Worker I/II/III

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Resolution

RESOLUTION 2026-_____

APPROVE RESOLUTION TO AMEND FISCAL YEAR 2025-2026 PLUMAS COUNTY POSITION
ALLOCATION FOR THE SOCIAL SERVICES DEPARTMENT, BUDGET UNIT #70590

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

WHEREAS, these positions are necessary in the daily operational needs of the Social Services Department; and

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

WHEREAS, this request was brought to the attention of the Human Resources Department, who is now requesting approval of this resolution to amend the Fiscal Year 2025/2026 Position Allocation for department #70590, flexibly allocating Senior Social Worker A/B and Social Worker I/II/III; and

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

Approve proposed amendment to the Fiscal Year 2025/2026 Position Allocation as follows:

| <u>Social Services#70590</u> | <u>Current FTE</u> | <u>Proposed FTE</u> |
|--|--------------------|---------------------|
| Senior Social Worker A/B | 2 | 0 |
| Social Worker I/II/III | 7 | 0 |
| Senior Social Worker A/B or Social Worker I/II/III | 0 | 9 |

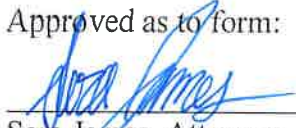
The forgoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 6th day of January, 2026 by the following vote:

AYES: Supervisors:
Noes: Supervisors:
Absent: Supervisors:

Chair, Board of Supervisors

Clerk of the Board of Supervisors

Approved as to form:



Sara James, Attorney
County Counsel's Office



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Joshua Mizrahi, Human Resources Director
MEETING DATE: January 6, 2026
SUBJECT: Adopt **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the County Counsel's Office, Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the County Counsel's Office, Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2025-2026 Position Allocation, flexibly allocating the current Paralegal I/II/III or Management Analyst position to a Paralegal I/II/III or Management Analyst or Legal Administrative Services Officer.

This change provides promotion opportunities in the County Counsel's office for new or existing staff, and providing a position for internal investigation services for the County.

Action:

Adopt **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the County Counsel's Office, Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact, as approved in the FY25/26 adopted budget.

Attachments:

1. LASO Resolution - Position Allocation

RESOLUTION NO. 2026 - _____

**APPROVE RESOLUTION TO AMEND FISCAL YEAR 2025-2026 PLUMAS COUNTY
POSITION ALLOCATION FOR THE COUNTY COUNSEL DEPARTMENT, BUDGET UNIT
#20080**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the Classification Plan covering all positions serving in the County; and

WHEREAS, during the fiscal year needs may arise to amend the Position Allocation; and

WHEREAS, the County Counsel Department is requesting to amend their position allocation to flexibly allocate the current Paralegal I/II/III or Management Analyst position to a Paralegal I/II/III or Management Analyst or Legal Administrative Services Officer; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2025-2026 Position Allocation, flexibly allocating the currently allocated Paralegal I/II/III, to a Paralegal I/II/III or Legal Administrative Services Officer, budget unit #20080.

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

Approve the amendment to Fiscal Year 2025-2026 Position Allocation as follows:

| <u>Department #20080</u> | <u>Current FTE</u> |
|--|----------------------------|
| Paralegal I/II/III or Management Analyst | 1.0 |
| | <u>Proposed FTE</u> |
| Paralegal I/II/III or Management Analyst or Legal Administrative Services Officer | 1.0 |

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6th day of January, 2026, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ABSTAIN: Supervisors

ATTEST:

KEVIN GOSS, CHAIR, BOARD OF SUPERVISORS

ALLEN HISKEY, CLERK OF THE BOARD

Approved as to form:



Sara James, Attorney
County Counsel's Office



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Human Resources Director

MEETING DATE: January 6, 2026

SUBJECT: Adopt **RESOLUTION** to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office, Base Wage \$36.90/Hour; Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office, Base Wage \$36.90/Hour; Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This request was brought to the attention of the Human Resources Director, who is now requesting approval of this resolution to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office. This position provides a single management level position to address the dual management and legal needs of the office, while building the County's capacity to manage investigations internally for significant County cost-savings. It also allows the position to serve as a Deputy Clerk of the Board, to provide backup and supportive services as needed.

Action:

Adopt **RESOLUTION** to adopt a new Legal Administrative Services Officer Job Classification for the County Counsel's Office, Base Wage \$36.90/Hour; Budget Unit #20080; General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact, approved in the FY 25/26 budget.

Attachments:

1. LASO job description Resolution

RESOLUTION NO. 2026 - _____

APPROVE RESOLUTION ADOPTING NEW PLUMAS COUNTY LEGAL ADMINISTRATIVE SERVICES JOB CLASSIFICATION IN THE COUNTY COUNSEL DEPARTMENT BASE WAGE \$36.90/HOUR.

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Human Resources Director has written and attached a new job classification in Exhibit A for the Legal Administrative Services Officer, base wage of \$36.90/hour; and

WHEREAS, it is recommended the position be placed in the Confidential Unit and the county has met the meet and confer obligation.

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

- 1) Approve the new job description for Legal Administrative Services Officer, attached as Exhibit A.
- 2) Approve a base wage of \$36.90/hour.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 6th day of January 2026, by the following vote:

AYES: Supervisors

NOES: Supervisors


ABSENT: Supervisors

Chair
Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board

Approved as to form:



Sara James, Attorney
County Counsel's Office

LEGAL ADMINISTRATIVE SERVICES OFFICER**DEFINITION**

Under general direction of a licensed attorney, plans, develops and manages multiple administrative and fiscal responsibilities within the County Counsel office, including the highest level of paralegal work. Performs complex administrative, budgetary, systems, statistical and other management analyses in support of projects, activities and functions. Provides backup assistance to the Clerk of the Board, and may provide investigation services for certain employment related investigations. Supervises support staff as needed, and completes related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single management level classification that has considerable latitude in exercising independent judgment and decision making in administrative, financial and legal support. A Legal Administrative Services Officer is distinguished from that of a Paralegal, or Management Analyst by the scope and complexity of the duties and responsibilities assigned. Administrative Services Officers in staff support positions perform administrative duties that impact total departmental operations and are responsible for directing daily operations of the County Counsel Office.

REPORTS TO

COUNTY COUNSEL/ ASSISTANT COUNTY COUNSEL

CLASSIFICATIONS DIRECTLY SUPERVISED

May supervise or serve as a lead worker to Legal Assistants, Paralegal I, Paralegal II and other clerical support staff

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

- **Administrative Management:**

- Plans, prioritizes, assigns, supervises and reviews the work of staff involved in the program to which assigned; provides or coordinates staff training. Participates in the selection of staff; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures.
- Assists with developing and administering departmental budgets and program/project budgets.
- Coordinates and monitors assigned operations to ensure compliance with policies, procedures and regulations.
- Perform advanced administrative, fiscal, program and data processing system analysis, gather, tabulate and analyze data; draw organization, workload, and other charts.
- Assists with the administration of the County Counsel's Office by supervising the daily operations and the administrative, financial, and business activities.
- Directs purchasing, collection and/or external claim reimbursement activities.
- Make decisions in financial, personnel, and other administrative systems.
- Responsible for all contract and grant administration.
- Conducts research related to assigned programs; analyzes findings; prepares

- recommendations, reports and necessary correspondence; presents reports to appropriate agency, committee, Board and/or County staff.
 - Develops, revises and implements office policies and procedures.
 - Prepares bid specifications for services and equipment; reviews purchase requisitions and invoices prior to processing; maintains contact with vendors and service providers.
 - Assists outside Departments in preparing bid specifications in accordance with the County Purchasing Policy.
 - Participates in budget preparation and administration; submits justifications for supplies and equipment; monitors and approves expenditures; prepares fiscal reports and updates.
- **Legal Management:**
 - Under direction of an attorney: drafts motions, petitions and orders brought before the court.
 - Confers with county departments to draft resolutions/ordinances for presentation to Board of Supervisors.
 - Evaluate/answers inquiries concerning routine legal questions, status of pending litigation and matters pertaining to the Board of Supervisor's agenda items.
 - Directs staff in providing, or directly provides, litigation support through activities such as file maintenance, litigation calendars, preparation of notices, subpoenas, depositions summaries and other related documents and/or other written materials, searches, retrieves and/or researches public and private records in accordance with applicable state and federal laws governing access to these records.
 - Determines needs in discovery, and/or completes discovery; participates in decision making strategy sessions in preparing cases for court.
 - Acts as a liaison between the County Counsel's Office and other departments, outside agencies, and the public; researches and relays requested information; exercises confidentiality and discretion in processing sensitive and confidential matters.
 - Performs legal research on an extensive level with little or no direct supervision.
- **Investigation Services:**
 - In conjunction with Human Resources staff, plans, directs, coordinates, and conducts employment related investigations.
 - Assesses grievances/complaints to determine Investigation needs
 - Interviews complainants and witnesses, analyzing and evaluating their statements.
 - Prepares investigative reports under direction of a licensed attorney.
- **Small Claim Advisor:**
 - Manages the Small Claim Court Advisor Program.
 - Provides, or directs support staff to provide, procedural advice to small claims litigants including, but not limited to, explaining procedures, proper jurisdiction, appropriate use of forms and assistance on presenting claim, motions, etc. before the court.
 - Pursues continuing education to stay informed and aware of changing laws, procedures and forms pertaining to small claims.
- **Clerk of the Board Responsibilities:**
 - This position will provide backup services to the Clerk of the Board
 - Provides technical assistance for Board meetings and assists with remote participation.
 - In the absence of the Clerk of the Board, prepares agendas and minutes, and acts as the clerk during Board meetings.
- Performs related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Pertinent federal, state and county laws and regulations.
- Modern office practices and technology, including the use of computers for data and word processing.
- Organization, fiscal and personnel management.
- Principles of supervision, training and performance evaluation. Research methods, techniques and procedures.
- Principles and/or methods of public and/or business administration. Budgeting procedures and techniques.
- Principles and procedures of fiscal and statistical record-keeping. Business letter writing and report preparation.
- English usage, spelling, grammar and punctuation. Basic mathematical principles.
- Ability to understand and utilize the County's agenda software.
- Principles and/or methods of investigation.

Ability to:

- Learn, understand and interpret pertinent federal, state and local laws, codes and regulations.
- Learn the operation, policies and procedures of the department.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Developing, implementing and administering complex County administrative and financial programs and meeting critical deadlines.
- Supervise, train and evaluate the work of staff. Prepare and administer a budget.
- Establish and maintain cooperative working relationships with those contacted during work.
- Analyze administrative, budgetary, operational and organizational problems, evaluate alternatives and reach sound conclusions.
- Communicate clearly and concisely, both orally and in writing. Maintain records and prepare required reports.
- Conduct investigations into personnel matters.
- Obtain an investigation certification.
- Maintain confidentiality as required.

TYPICAL PHYSICAL REQUIREMENTS

- Sit for extended periods; frequently stand and walk; normal manual dexterity and eye hand coordination; repetitive use of hands; bending and twisting waist and of neck, continuous upward and downward flexion of the neck, squatting, simple grasping, reaching above and below shoulder level and carrying files weighing up to 10 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

- Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

MINIMUM QUALIFICATIONS:

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

Experience:

Four years of experience, two of which must include legal research and assisting in drafting pleadings and legal correspondence and processing court documents, and two years of responsible program development and administrative experience, preferably in local government.

Training:

A Paralegal Certificate from an accredited university, college or other educational institution, or an Associate's Degree in a related field, such as public administration.

Training in investigations in compliance with the Civil Rights Department Guidelines.

SPECIAL REQUIREMENTS

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



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Human Resources Director

MEETING DATE: January 6, 2026

SUBJECT: Approval of a Side Letter to the Memorandum of Understating (MOU) between the County of Plumas and Confidential Employee's Association for the term of January 1, 2025 — December 31, 2026; approved by Human Resources Director and Negotiator Sara James; discussion and possible action.

Recommendation:

Approval of a Side Letter to the Memorandum of Understating (MOU) between the County of Plumas and Confidential Employee's Association for the term of January 1, 2025 — December 31, 2026; approved by Human Resources Director and Negotiator Sara James; discussion and possible action.

Background and Discussion:

The County of Plumas ("County") and the negotiation team for the Confidential Employee's Association met to review and amend Appendix A of the Confidential Employee's Association Memorandum of Understanding ("MOU") for the term of July 1, 2025, to December 31, 2026. As a result of this negotiation, the Parties agree to amend the MOU to include the following positions, Help Desk Specialist, Legal Administrative Services Officer, and Fiscal & Technical Services Assistant I/II/III.

The Help Desk Specialist position was approved and placed in the Confidential Unit via resolution 2025-8986 on January 21, 2025, and the amendment including the Help Desk Specialist is retroactive to the date of ratification of the MOU.

The Legal Administrative Services Officer and the Fiscal & Technical Service Assistant I/II/III positions are new positions, and will be effective as of the date of signature by the Plumas County Board of Supervisors.

The amended Appendix A attached hereto will replace the existing Appendix A of the MOU for the term of January 1, 2025, to December 31, 2026. This side letter constitutes the Parties' entire agreement. All other provisions of the MOU shall remain valid and unchanged.

Action:

Approval of a Side Letter to the Memorandum of Understating (MOU) between the County of Plumas and Confidential Employee's Association for the term of January 1, 2025 — December 31, 2026; approved by Human Resources Director and Negotiator Sara James; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Side Letter Confidential MOU 1-2026 - signed
2. Appendix - Side Letter

Side Letter to the Memorandum of Understanding

Between the County of Plumas and

Confidential Employee's Association

For the Term of January 1, 2025 – December 31, 2026

The County of Plumas ("County") and the negotiations team for the Confidential Employee's Association met to review and amend Appendix A of the Confidential Employee's Association Memorandum of Understanding ("MOU") for the term of July 1, 2025, to December 31, 2026. As a result of this negotiation, the Parties agree to amend the MOU to include the following positions, Help Desk Specialist, Legal Administrative Services Officer, and Fiscal & Technical Services Assistant I/II/III.

The Help Desk Specialist position was approved and placed in the Confidential Unit via resolution 2025-8986 on January 21, 2025, and the amendment including the Help Desk Specialist is retroactive to the date of ratification of the MOU.

The Legal Administrative Services Officer and the Fiscal & Technical Service Assistant I/II/III positions are new positions, and will be effective as of the date of signature by the Plumas County Board of Supervisors.

The amended Appendix A attached hereto will replace the existing Appendix A of the MOU for the term of January 1, 2025, to December 31, 2026. This side letter constitutes the Parties' entire agreement. All other provisions of the MOU shall remain valid and unchanged.


For the County:


Joshua Mizrahi, Human Resources Director

30/12/2025

Date

For Confidential Employee's Association:


Sara James, Negotiator

30/12/2025

Date









Side Letter Confidential MOU 1-2026

Final Audit Report

2025-12-30

| | |
|-----------------|---|
| Created: | 2025-12-30 |
| By: | Joshua Mizrahi (joshuamizrahi@countyofplumas.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAsNaZRG5dV_0EeVEq12Fj5gNj6ukGWjd_ |

"Side Letter Confidential MOU 1-2026" History

-  Document created by Joshua Mizrahi (joshuamizrahi@countyofplumas.com)
2025-12-30 - 7:53:38 PM GMT
-  Document emailed to Sara James (sarajames@countyofplumas.com) for signature
2025-12-30 - 7:53:41 PM GMT
-  Document emailed to Joshua Mizrahi (joshuamizrahi@countyofplumas.com) for signature
2025-12-30 - 7:53:41 PM GMT
-  Email viewed by Joshua Mizrahi (joshuamizrahi@countyofplumas.com)
2025-12-30 - 7:54:16 PM GMT
-  Document e-signed by Joshua Mizrahi (joshuamizrahi@countyofplumas.com)
Signature Date: 2025-12-30 - 7:54:30 PM GMT - Time Source: server
-  Email viewed by Sara James (sarajames@countyofplumas.com)
2025-12-30 - 7:57:16 PM GMT
-  Document e-signed by Sara James (sarajames@countyofplumas.com)
Signature Date: 2025-12-30 - 7:58:26 PM GMT - Time Source: server
-  Agreement completed.
2025-12-30 - 7:58:26 PM GMT

Confidential Employees Association

JOB CLASSIFICATION

| |
|--|
| ACCOUNTANT CONFIDENTIAL |
| ACCOUNTANT AUDITOR I |
| ACCOUNTANT AUDITOR II |
| ASSISTANT AUDITOR-CONTROLLER |
| ASSISTANT COUNTY COUNSEL |
| ASSISTANT RISK MANAGER/OCCUPATIONAL SAFETY & HEALTH SPECIALIST |
| CHIEF DEPUTY AUDITOR |
| CLERK OF THE BOARD |
| DEPUTY CLERK OF THE BOARD |
| DEPUTY COUNTY COUNSEL I |
| DEPUTY COUNTY COUNSEL II |
| DEPUTY COUNTY COUNSEL III |
| EXECUTIVE ASSISTANT |
| FISCAL & TECHNICAL SERVICES ASSISTANT I |
| FISCAL & TECHNICAL SERVICES ASSISTANT II |
| FISCAL & TECHNICAL SERVICES ASSISTANT III |
| HELP DESK SPECIALIST |
| HR PAYROLL SPECIALIST I |
| HR PAYROLL SPECIALIST II |
| HUMAN RESOURCES ANALYST 1 |
| HUMAN RESOURCES ANALYST 2 |
| HUMAN RESOURCES TECH. I |
| HUMAN RESOURCES TECH. II |
| HUMAN RESOURCES TECH. III |
| LEAD FISCAL & TECHNICAL SERVICES ASSISTANT |
| LEGAL ADMINISTRATIVE SERVICES OFFICER |
| MANAGEMENT ANALYST I |
| MANAGEMENT ANALYST II |
| NETWORK/EDR ADMINISTRATOR |
| OFFICE OF EMERGENCY SERVICES-OES MANAGER |
| PARALEGAL I |
| PARALEGAL II |

| |
|----------------------------|
| PARALEGAL III |
| PAYROLL SPECIALIST I |
| PAYROLL SPECIALIST II |
| SAAS SYSTEMS ADMINISTRATOR |
| SYSTEMS ANALYST I |
| SYSTEMS ANALYST II |



PLUMAS COUNTY DISASTER RECOVERY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keli Ward, Disaster Recovery Coordinator

MEETING DATE: January 6, 2026

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County and PlaceWorks, Inc. to provide professional services under the 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan Agreement (22-CDBG-PL-20040) Plumas County 2021 Wildfires Long-Term Recovery Planning grant; effective January 6, 2026; not to exceed \$154,995; No General Fund Impact; CDBG grant funds; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign a Services Agreement between Plumas County and PlaceWorks, Inc. to provide professional services under the 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan Agreement (22-CDBG-PL-20040) Plumas County 2021 Wildfires Long-Term Recovery Planning grant; effective January 6, 2026; not to exceed \$154,995.

Background and Discussion:

On August 11, 2023, Plumas County entered into a 36-month Standard Agreement with the State Department of Housing and Community development (HCD) under the 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas (Standard Agreement 22-CDBG-PL-20040) in the amount of \$250,000 for support of disaster recovery planning and implementation.

On November 4, 2025, the County released a Request for Proposals (RFP) seeking professional services to support long-term recovery planning including an economic development study for Indian Valley, Greenville, and Canyon Dam and a Countywide Housing Assessment. The County received twelve proposals by the December 2, 2025 RFP deadline.

The County's RFP Evaluation Panel included Tracey Ferguson, Plumas County Planning Director; Keli Ward Plumas County Disaster Recovery Coordinator; and Patrick Joseph Dixie Fire Collaborative Coordinator for Long-term Recovery and Rebuild. Evaluation of the proposals occurred between December 3, 2025, and December 15, 2025.

The Evaluation Panel individually reviewed and scored the proposals based on the criteria and scoring listed in the RFP. Those scores were totaled and averaged, with interviews of the top four ranking respondents conducted on December 11, 2025. Consultant presentations and responses to County prepared interview questions were subsequently individually scored, summed, and averaged, with a maximum of 150 points total possible (up to 100 points for the cover letter and statement of interest, statement of qualifications, scope(s) of work, schedule, budget, and client references and up to 50 points for the presentation and interview questions). The final proposal and interview scores are as follows:

1. PlaceWorks- Proposal & References 93 / Interview 32 – TOTAL 125
2. Mintier Harnish- Proposal & References 92 / Interview 31 – TOTAL 123
3. Sierra Business Council & Agnew::Beck- Proposal & References 91 / Interview 31 – TOTAL 122

4. UR2S- Proposal 80 (no reference responses received by deadline)/ Interview 26 – TOTAL 106

PlaceWorks is the preferred contractor based on the Evaluation Panel scoring. Founded in 1975, PlaceWorks provides comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS) services to public sector and private sector clients throughout the state. PlaceWorks is experienced with housing elements, strategic plans, housing demand studies, analyses of impediments to fair housing choice, housing condition analyses, market demand analyses, economic forecasts, and economic development strategies.

The professional Services Agreement in the amount of \$154,995 with PlaceWorks is approved as to form by County Counsel. No General Fund impact as funding is provided under the aforementioned grant. Note the grant amount is \$250,000. \$65,000 of grant funding is allocated to a Services Agreement with Mintier Harnish executed July 18, 2024 for the Plumas County 2021 Wildfires Long-Term Recovery Plan document assembly, formatting, and design; \$17,500 for county staff grant administration; and \$12,500 for county staff activity delivery.

The PlaceWorks scope of work is included in Exhibit “A” to the Services Agreement and includes:

- Task 1: Project Initiation and Management
- Task 2: Existing Conditions Study
- Task 3: Community Engagement Report
- Task 4: Economic Development Strategy
- Task 5: Housing Development Strategy
- Task 6: Presentations or Contingency

Exhibit “B” is the budget, and Exhibit “C” is the schedule, with a project close out date of May 10, 2026.

Action:

Approve and authorize Chair to sign a Services Agreement between Plumas County and PlaceWorks, Inc. to provide professional services under the 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan Agreement (22-CDBG-PL-20040) Plumas County 2021 Wildfires Long-Term Recovery Planning grant; effective January 6, 2026; not to exceed \$154,995

Fiscal Impact:

No General Fund impact - grant funded under the Department of Housing and Community Development (HCD) 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan for Greenville and Surrounding Fire-Impacted Rural Areas (Standard Agreement 22-CDBG-PL-20040 with HCD and County).

Attachments:

1. 20260106 Plumas Services Agreement CDBG Grant PW BOS

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (hereinafter referred to as "County") and PlaceWorks, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit "A" (Scope of Work), attached hereto, under the 2022 Community Development Block Grant (CDBG) Disaster Recovery Plan Agreement (22-CDBG-PL-20040) Plumas County 2021 Wildfires Long-Term Recovery Planning.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit "B" (Budget), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Fifty-Four Thousand Nine Hundred Ninety-Five Dollars (\$154,995).
3. Term. The term of this agreement shall be from January 6, 2026 through May 10, 2026, as set forth in Exhibit "C" (Schedule), unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Administrative, Contractual, and Legal Remedies. If Contractor violates or breaches any term of this Agreement, County may, after providing written notice and a reasonable opportunity to cure, pursue administrative, contractual, or legal remedies as appropriate, including but not limited to: withholding payments; requiring specific performance; suspension of work; termination for cause; and recovery of damages and costs incurred by County due to the breach. These remedies are in addition to, and do not limit, any other rights or remedies available at law or in equity.
6. 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.

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS ____

7. Representation and Legal Compliance. Contractor shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the “Standard of Care”). The services provided under this Agreement are non-exclusive and shall be completed as promptly as is consistent with such professional skill and care and the orderly progress of the project. Notwithstanding any clause in this Agreement to the contrary, nothing shall be construed as imposing on the Contractor any greater obligation than to exercise the Standard of Care, and Contractor agrees to no warranties and guarantees with respect to the quality of performance of professional services. Contractor agrees to exercise the Standard of Care to comply with all applicable terms of state and federal laws and regulations, all applicable grant funds conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies. The services under this Agreement are planning and administrative in nature and are Exempt/CENST under 24 CFR Part 58. No choice-limiting actions will occur prior to completion of required environmental review documentation. Section 3 requirements do not apply to this Agreement because the activity is limited to planning services and does not involve HUD-assisted construction or rehabilitation.
8. Grant Compliance; Incorporation by Reference. Contractor acknowledges that services under this Agreement are funded, in whole or in part, by the State of California Department of Housing and Community Development (HCD) under the Community Development Block Grant–Disaster Recovery Planning Standard Agreement No. 22-CDBG-PL-20040 (the “HCD Standard Agreement”). The HCD Standard Agreement is incorporated herein by reference. Contractor shall comply with all applicable terms, conditions, and requirements of the HCD Standard Agreement to the extent such provisions apply to Contractor’s scope of work. Contractor shall provide documentation reasonably requested by County to demonstrate compliance with the HCD Standard Agreement and with federal requirements, including but not limited to 2 CFR Part 200, Appendix II, and 2 CFR §§ 200.318–200.327. In the event of a conflict between this Agreement and the HCD Standard Agreement, the parties shall interpret the documents to give effect to all provisions; however, if the conflict cannot be reconciled and compliance with federal or State grant requirements is implicated, the applicable federal or State grant requirement(s) shall control.
9. 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.
10. 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 reasonable 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 to the extent arising either directly or indirectly from any 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.

11. 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.

- 12. 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.
- 13. 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.

14. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" (Scope of Work) without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor or of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
15. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
16. 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.
17. Choice of Law. The laws of the State of California shall govern this agreement.
18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. 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.
24. 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 of Plumas
520 Main Street
Quincy, CA 95971
Attention: Keli Ward, Disaster Recovery Coordinator

Contractor:

PlaceWorks
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Attention: Kara Kosel

25. Time is 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.
26. 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.
27. 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.

28. 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.
29. Retention and Access 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.
30. 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.
31. Code of Federal Regulations (CFR) Part 200 Required Contract Provisions.

- a. Clean Air Act. County and Contractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sec. 7401 et seq. Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- b. Federal Water Pollution Control Act. County and Contractor agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sec. 1251 et seq. Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. Sec. 1352. Contractor shall file the required certification provided by the County. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.
- d. Domestic Preference for Procurements. County and Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- e. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. County and Contractor shall comply with all applicable federal law, regulations, executive orders, Federal Emergency Management Agency policies, procedures, and directives.
- f. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County or Contractor or any other party pertaining to any matter resulting from the contract.
- g. Prohibit Fraud and False or Fraudulent Claims to the Federal Government. County and Contractor acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

- h. Federal Labor and Employment Laws. County and Contractor shall comply with all applicable federal labor and employment laws and acknowledge applicable minimum wage, overtime, prevailing wage, and health and safety requirements.

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

CONTRACTOR:

PlaceWorks Inc., a California Corporation

By: _____
Name: Randal W. Jackson
Title: President
Date signed:

By: _____
Name: Kara L. Kosel
Title: Chief Financial Officer
Date signed:

COUNTY:

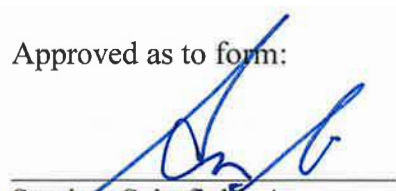
County of Plumas, a political subdivision of the State of California

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

ATTEST:

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

Approved as to form:



Stephen Schofield, Attorney
County Counsel's Office

EXHIBIT “A”

Scope of Work

Task 1. Project Initiation and Management

Contractor will initiate the project and provide ongoing project management throughout the project.

1.1. Kick-off Meeting

Contractor will hold an online meeting with County staff to establish project organization, identify key stakeholders, develop communication protocols, request existing economic and housing supporting data and analysis, and confirm the schedule with dates for deliverables and bi-weekly check-in calls (i.e., every two weeks) with County staff and others, as applicable.

1.2. Data Collection and GIS Coordination

Contractor will assess resources, including those listed in the RFP, as well as readily available data from local, regional, and statewide economic and housing databases. Contractor will prepare a data needs list for information that will need to be requested from County staff and other entities. Contractor will continue to track data as it is received and periodically send updated data requests to reflect remaining needs. Contractor will identify gaps in the data and coordinate with County staff to determine if missing information is available.

Contractor will assess the GIS resources available from the County and other readily available relevant GIS resources. With assistance from County staff, Contractor will identify and assemble other needed GIS data to complete the following:

- Baseline economic asset mapping by type of use
- Assessment of the geographic distribution of employment centers and housing across the County, including commute patterns, and affordability
- Identification of areas where workforce housing shortages may constrain local economies
- Creation of maps incorporated into the deliverables, as appropriate, to enhance understanding of spatial patterns

Supporting GIS shapefiles with sufficient metadata will be provided for all final deliverable maps used in the analyses to allow the County GIS coordinator to view and query the data in the future.

1.3. Ongoing Project Management and Coordination

Contractor will provide ongoing communication and coordination with County staff throughout the project, including virtual meetings, emails, and other communications to ensure timely delivery of all deliverables, including eight virtual bi-weekly check-in meetings. Contractor will provide County staff with deliverables each week prior to a check-in meeting, so check-ins are opportunities to review deliverables and receive feedback.

Task 1 Deliverables:

- Kick-off meeting (virtual) with agenda, data needs list, and summary notes
- GIS resource and data needs list
- GIS shapefiles with metadata
- Eight bi-weekly check-in meetings (virtual) with agendas and summary notes

Task 2. Existing Conditions Study

Contractor will provide common appendices applicable to the Economic Development Strategy and Housing Strategy that contain all the relevant baseline data analyses and data gaps in an Existing Conditions Study and a Community Engagement Report.

2.1. Market Analysis

Contractor will identify economic baseline trends through market analysis of the local, sub-regional economy, including:

- Estimates of pre-wildfire local economic activity, employment, and tourist visitation.
- Estimates of current economic activity, employment, and tourist visitation.
- Estimates of population and employment/jobs, based on the current resident population and economic base.
- Current and projected demand for housing, retail, tourism, services, and light industry.
- Evaluation of key economic indicators and trends in population, employment, income/wages, and consumer spending.
- Insights into tourism flows, seasonal economies, and potential external market linkages.

Contractor will identify market demand for baseline (existing) and projected-growth scenarios, including:

- Total quantities (i.e., number and square footage) for baseline economic asset mapping by type of use, e.g., retail, restaurants, office, residential, and lodging.
- Net additional square footage demand for growth beyond near-term post-wildfire building stock.

Contractor will identify potential growth opportunities over the next 10 to 15 years (or reasonable identified growth horizon), including:

- Economic growth opportunities and trends in Plumas County regional economic drivers.
- Employment and job growth, over time.
- Population growth estimates, over time, based on employment and job growth.
- Anticipated employment and industry economic base trends and growth, including government, health care, resource extraction, and service-based tourism and the recreation economy.
- Assessment of regional economic linkages, identifying regional gaps and opportunities for complementary growth.
- Identify gaps in services, infrastructure, and capacity that may limit recovery or expansion.

2.2. Absorption Demand

The post-wildfire population has not created the same level of demand for goods and services as the pre-wildfire population. Therefore, Contractor will prepare an assessment of needs for the supply of various goods, public services, facilities, and commercial investments, identifying the level of local and sub-regional driven demand to meet current and future needs. Using the market analysis and assessment of needs, Contractor will estimate absorption demand for sustainable built space, by use type, scaled and phased over time, based on market demand for baseline (existing) and projected growth scenarios, for the identified horizon years.

2.3. Economic Data Gaps and Challenges

Contractor will itemize the types of economic data that would be helpful but remain unavailable and the types of data challenges encountered in Tasks 2.1 and 2.2. Contractor will collaborate with the County to identify and implement solutions to gaps and challenges with economic data and will summarize what could and could not be addressed.

2.4. Housing Stock Inventory, Market Factors, and Employment Conditions

Contractor will complete the following:

- Evaluate the current inventory of housing stock, including condition, type, tenure, and affordability.
- Assess demographic, economic, and housing market trends, including data from median home prices, permit activity, annual rent escalation, and existing vacant housing inventory.
- Identify challenges for new housing development or activation of underutilized stock, and potential solutions.
- Map the geographic distribution of employment centers and housing across the county, assess commute patterns, and affordability to identify where workforce housing shortages may constrain local economies.

2.5. Existing Needs, Projected Demand, and Socioeconomic Factors

Contractor will identify existing for-sale and rental housing needs by socioeconomic composition. Contractor will estimate the projected demand, by price, for for-sale and rental housing units. Contractor will prioritize locating housing near services, infrastructure, and jobs to reduce the distance and time for commuting and to promote environmental sustainability. The discussion will incorporate:

- Average median income/wages.
- Assessment of owner-occupied housing, rental housing, and seasonal housing.
- Priority locations/regions for new housing; identifying quantity and location relative to job location to address commute patterns and jobs/housing balance.
- Housing types that are in most demand or are in short supply.

Contractor will evaluate the socioeconomic factors that underscore the challenges for different types of residents facing housing topology choices, documenting trends and conditions with respect to:

- Growth in wages in relation to growth in housing costs.
- Trends in homeownership rates, including household incomes and job type comparisons.
- Rate of cost burden and severe cost burden by demographic cohort.
- Family status, household size, and overcrowding.
- Other factors as necessary, like migration patterns post-wildfire and unhoused population statistics.

2.6. Housing Data Gaps and Challenges

Contractor will itemize the types of housing data that would be helpful but remain unavailable and the types of data challenges encountered in Tasks 2.4 and 2.5. The unincorporated area of Plumas County is made up of towns, communities, rural places, and master-planned communities with varied income levels, housing stock, and housing conditions. Due to these conditions, it is likely that some types of data will not be comprehensively available or available at a usable scale. Often, housing data is available at the census tract or block level. However, those boundaries do not entirely align with the planning areas as designated in the Plumas County 2035 General Plan (i.e., Almanor; Indian Valley; Meadow Valley, Bucks Lake, and Feather River Canyon; American Valley; Sloat, Cromberg, and Mohawk Valley; Little Grass Valley and La Porte; Sierra Valley) (General Plan Figures 3-3 through 3-9). This could pose challenges with obtaining and analyzing data, as well as with comparing different types of data that were collected for different geographic areas. Contractor will collaborate with the County to identify and implement solutions to gaps and challenges with housing data and will summarize what could and could not be addressed.

2.7. Administrative Draft Existing Conditions Study

Contractor will produce an Administrative Draft Existing Conditions Study for County staff's internal review. This scope assumes that County staff will return a copy of the document with a consolidated set of internally reconciled comments and that there will be one round of review.

2.8. Draft Existing Conditions Study

Contractor will incorporate County staff feedback on the Administrative Draft to produce the Draft Existing Conditions Study, which will be a complete document suitable for public and stakeholder circulation, although still subject to revision.

2.9. Final Existing Conditions Study

Contractor will incorporate County, public, and stakeholder comments on the Draft to produce the Final Existing Conditions Study. Contractor will prepare the Final Existing Conditions Study for publication and incorporate it as an appendix to the Economic Development Strategy (Task 4) and Housing Strategy (Task 5) along with the Community Engagement Report (Task 3), which will also be an appendix to each strategy document.

Task 2 Deliverables:

- Administrative Draft Existing Conditions Study
- Draft Existing Conditions Study
- Final Existing Conditions Study

Task 3. Community Engagement Report

Prepare a summary of the input from the community obtained prior to and during this project and gaps in community input in a Community Engagement Report (this task) and an Existing Conditions Study (Task 2). This task describes the steps that Contractor will take to complete the Community Engagement Report.

Understanding that the most vulnerable community members in Plumas County (particularly in Greenville) are the elderly, veterans, and Tribal members, and that these populations are wanting to rebuild homes and businesses, Contractor will work with County staff to engage underserved and vulnerable populations, such as the Maidu communities, to understand needs and priorities. Contractor also understands that formal government-to-government Tribal consultation is not required for these studies, although engaging in informal communication with native communities and individuals as members of the public and stakeholders in the study area is necessary to ensure all perspectives are appropriately reflected in the findings and recommendations.

3.1. Review Existing Information

Contractor understands that significant community engagement has been conducted, particularly by the County and the Dixie Fire Collaborative. Contractor will review all previously submitted community input, evaluate stakeholder engagement to date, and summarize key findings for inclusion in the Community Engagement Report. Contractor will consider the County's objectives, including engaging Greenville and surrounding fire-impacted areas through, for example, community workshops, listening sessions, targeted population group meetings, and implementing "block captains" to better understand neighborhood level needs and priorities. Contractor will coordinate closely with County staff to identify gaps in community engagement.

3.2. Community Engagement Strategy

With close coordination with County staff, Contractor will compile options for community engagement methods to address the gaps identified in Task 3.1. Community engagement methods will be at a sufficient level to ensure meaningful input, reflect community priorities, and complement the type of information being sought after and that options include, but are not limited to, online and paper surveys, focus groups/listening sessions, one-on-one interviews, public workshops, or a combination thereof. Contractor will coordinate closely with County staff to identify the community engagement activities that can be achieved with Contractor's support before the grant expenditure deadline (Task 3.3). Contractor will recommend additional community engagement activities that County staff can pursue separately to supplement the activities covered by the Community Development Block Grant (CDBG) Planning grant. These will be summarized in the Community Engagement Report (Tasks 3.4 through 3.6).

3.3. Community Engagement Activities

Task 3.3 presents a menu of options for engagement activities. Contractor will work with the County to determine an approach that will best address the gaps identified in Task 3.1, within the available budget and timeframe of the project. Based on the County's needs, Contractor will complete an option from the following list or some combination of these ideas or other options proposed by the County:

- a) Three to four virtual interviews or small stakeholder meetings conducted concurrently with Task 2 to get feedback on the results of the initial data analyses and input on priorities for rest of the project.
- b) Collaboration with County staff to develop questions for a survey that County staff would administer.
- c) In-person activities in Plumas County over the course of two consecutive eight-hour days, such as site visits with County staff, four to five small-group or individual meetings, and two public workshops. Supply County staff with materials to use for additional public workshops, if desired.

3.4. Administrative Draft Community Engagement Report

Contractor will summarize the outcomes from Tasks 3.1, 3.2, and 3.3 to produce an Administrative Draft Community Engagement Report for County staff's internal review. This scope assumes that County staff will return a copy of the document with a consolidated set of internally reconciled comments and that there will be one round of review.

3.5. Draft Community Engagement Report

Contractor will incorporate County staff feedback on the Administrative Draft to produce the Draft Community Engagement Report, which will be a complete document suitable for public and stakeholder circulation, although still subject to revision.

3.6. Final Community Engagement Report

Contractor will incorporate County, public, and stakeholder comments on the Draft to produce the Final Community Engagement Report. Contractor will prepare the Final Community Engagement Report for publication and incorporate it as an appendix to the Economic Development Strategy (Task 4) and Housing Strategy (Task 5), along with the Existing Conditions Study (Task 2), which will also be an appendix to each strategy document.

Task 3 Deliverables:

- Materials for in-person engagement activities such as promotional flyers, sign-in sheets, comment cards, agendas, fact sheets, informational poster boards, interactive methods for gathering input, and PowerPoint presentations
- Proposed survey questions
- Administrative Draft Community Engagement Report
- Draft Community Engagement Report

Task 4. Economic Development Strategy

Based on the results of Tasks 2 and 3, Contractor will produce an Economic Development Strategy for Indian Valley, Greenville, and Canyon Dam, starting with key findings from the Existing Conditions Study and Community Engagement Report. The Economic Development Strategy will be drafted in a post-wildfire recovery framework. It will focus on opportunities to expand and diversify the local economy beyond current economic activities by prioritizing long-term investments that are within the potential financial and human resource capacity of the region. The Economic Development Strategy will identify strategic economic development priorities and anchor projects to support long-term growth scenarios. It will also recommend an implementation strategy, including roles for local agencies and partners, that align and support sustainable economic development and recovery.

4.1. Administrative Draft Economic Development Strategy

Contractor will produce an Administrative Draft Economic Development Strategy for County staff's internal review. This scope assumes that County staff will return a copy of the document with a consolidated set of internally reconciled comments and that there will be one round of review.

4.2. Draft Economic Development Strategy

Contractor will incorporate County staff feedback on the Administrative Draft to produce the Draft Economic Development Strategy, which will be a complete document suitable for public and stakeholder circulation, although still subject to revision.

4.3. Final Economic Development Strategy

Contractor will incorporate County, public, and stakeholder comments on the Draft to produce the Final Economic Development Strategy and prepare it for publication with the Existing Conditions Study and Community Engagement Report appendices.

Task 4 Deliverables:

- Administrative Draft Economic Development Strategy
- Draft Economic Development Strategy

Task 5. Housing Strategy

Based on the results of Tasks 2 and 3, Contractor will provide an assessment of existing and projected housing needs relative to employment, housing typology and inventory, household income/wages, and population characteristics and strategies for meeting these needs. As Plumas County was in a housing crisis pre-wildfire and continues to experience extreme housing shortages post-wildfire, Contractor will discern the type of housing that should be developed, at what affordability levels, and where (based on job centers and services) to meet the needs of the current and projected workforce, including year-round and seasonal employees.

Contractor will organize the assessment and strategies based on the planning areas as designated in the Plumas County 2035 General Plan (i.e., Almanor; Indian Valley; Meadow Valley, Bucks Lake, and Feather River Canyon; American Valley; Sloat, Cromberg, and Mohawk Valley; Little Grass Valley and La Porte; Sierra Valley) (General Plan Figures 3-3 through 3-9).

5.1. Administrative Draft Housing Strategy

Contractor will produce an Administrative Draft Housing Strategy for County staff's internal review. This scope assumes that County staff will return a copy of the document with a consolidated set of internally reconciled comments and that there will be one round of review.

5.2. Draft Housing Strategy

Contractor will incorporate County staff feedback on the Administrative Draft to produce the Draft Housing Strategy, which will be a complete document suitable for public and stakeholder circulation, although still subject to revision.

5.3. Final Housing Strategy

Contractor will incorporate County, public, and stakeholder comments on the Draft to produce the Final Housing Strategy and prepare it for publication with the Existing Conditions Study and Community Engagement Report appendices.

Task 5 Deliverables:

- Administrative Draft Housing Strategy
- Draft Housing Strategy
- Final Housing Strategy

Task 6. Presentations or Contingency

6.1. Presentations or Contingency

At the County's request, Contractor will produce presentations and associated materials such as fact sheets and content for staff reports summarizing the results of this project for staff to use. Contractor will customize the content for the intended audience(s), such as the County Planning Commission, Board of Supervisors, collaboratives, working groups, or steering committees.

OR

County can direct Task 6 budget as a contingency to be utilized at the County's discretion during the project, under the mutual agreement of Contractor and the County.

Task 6 Deliverables:

- PowerPoint presentation(s) and associated materials, such as fact sheets and content for staff reports OR other as directed by the County and mutually agreed upon by Contractor and the County.

EXHIBIT “B”

Budget

1. Total Contractor budget for the Scope of Work (Exhibit A) is not to exceed \$154,995, as outlined by task, in the table below, and includes reimbursable expenses:

| TASK | LABOR BUDGET |
|---|------------------------------|
| Task 1: Project Initiation and Management | \$13,785 |
| Task 2: Existing Conditions Study | \$63,060 |
| Task 3: Community Engagement Report | \$42,580 |
| Task 4: Economic Development Strategy | \$12,880 |
| Task 5: Housing Strategy | \$12,420 |
| Task 6: Presentations or Contingency | \$5,600 |
| | REIMBURSABLE EXPENSES |
| | \$4,670 |
| GRAND TOTAL | \$154,995 |

2. Contractor’s invoices for Work performed will be issued at the close of each calendar month and upon completion of the Work. Any comments or questions which County has concerning the contents of an invoice, or the Work represented by an invoice must be submitted to Contractor in writing within fifteen (15) calendar days after County receives the invoice. Payment for invoices will be sent to the Contractor within forty-five (45) days after the date of the invoice.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

EXHIBIT “C”

Schedule

| Weeks | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|--|----------|-----------|-----------|-----------|---------|----------|-----------|-----------|---------|----------|-----------|-----------|----------|----------|-----------|-----------|----------|---------|
| Tasks | 1/4-1/10 | 1/11-1/17 | 1/18-1/24 | 1/25-1/31 | 2/1-2/7 | 2/8-2/14 | 2/15-2/21 | 2/22-2/28 | 3/1-3/7 | 3/8-3/14 | 3/15-3/21 | 3/22-3/28 | 3/29-4/4 | 4/5-4/11 | 4/12-4/18 | 4/19-4/25 | 4/26-5/2 | 5/3-5/9 |
| Task 1. Project Initiation and Management | | | | | | | | | | | | | | | | | | |
| 1.1 Kick-off Meeting | * | | | | | | | | | | | | | | | | | |
| 1.2 Data Collection and GIS Coordination | | | | | | | | | | | | | | | | | | |
| 1.3 Ongoing Project Management and Coordination | | | * | | * | | * | | * | | * | | * | | * | | * | |
| Task 2. Existing Conditions Study | | | | | | | | | | | | | | | | | | |
| 2.1 Market Analysis | | | | | | | | | | | | | | | | | | |
| 2.2 Absorption Demand | | | | | | | | | | | | | | | | | | |
| 2.3 Economic Data Gaps and Challenges | | | | | | | | | | | | | | | | | | |
| 2.4 Housing Stock Inventory, Market Factors, and Employment Conditions | | | | | | | | | | | | | | | | | | |
| 2.5 Existing Needs, Projected Demand, and Socioeconomic Factors | | | | | | | | | | | | | | | | | | |
| 2.6 Housing Data Gaps and Challenges | | | | | | | | | | | | | | | | | | |
| 2.7 Admin Draft Existing Conditions Study | | | | | | | | | | | | | | | | | | |
| 2.8 Draft Existing Conditions Study | | | | | | | | | | | | | | | | | | |
| 2.9 Final Existing Conditions Study | | | | | | | | | | | | | | | | | | |
| Task 3. Community Engagement Report | | | | | | | | | | | | | | | | | | |
| 3.1 Review Existing Information | | | | | | | | | | | | | | | | | | |
| 3.2 Community Engagement Strategy | | | | | | | | | | | | | | | | | | |
| 3.3 Community Engagement Activities | | | | | | | * | | | | | | * | | * | | | |
| 3.4 Admin Draft Community Engagement Report | | | | | | | | | | | | | | | | | | |
| 3.5 Draft Community Engagement Report | | | | | | | | | | | | | | | | | | |
| 3.6 Final Community Engagement Report | | | | | | | | | | | | | | | | | | |
| Task 4. Economic Development Strategy | | | | | | | | | | | | | | | | | | |
| 4.1 Admin Draft Economic Development Strategy | | | | | | | | | | | | | | | | | | |
| 4.2 Draft Economic Development Strategy | | | | | | | | | | | | | | | | | | |
| 4.3 Final Economic Development Strategy | | | | | | | | | | | | | | | | | | |
| Task 5. Housing Strategy | | | | | | | | | | | | | | | | | | |
| 5.1 Admin Draft Housing Strategy | | | | | | | | | | | | | | | | | | |
| 5.2 Draft Housing Strategy | | | | | | | | | | | | | | | | | | |
| 5.3 Final Housing Strategy | | | | | | | | | | | | | | | | | | |
| Task 6. Optional Task: Presentations or Contingency | | | | | | | | | | | | | | | | | | |
| 6.1 Presentations or Contingency | | | | | | | | | | | | | | | | | | |
| LEGEND | | | | | | | | | | | | | | | | | | |
| PlaceWorks Preparation of Project Task | | | | | | | | | | | | | | | | | | |
| Public or Stakeholder Review of Work Products | | | | | | | | | | | | | | | | | | |
| Staff Review of Work Products | | | | | | | | | | | | | | | | | | |
| Meetings and Outreach Activities (virtual or in-person) | | | | | | | | | | | | | | | | | | |

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CONTRACTOR INITIALS ____



PLUMAS COUNTY BOARD OF SUPERVISORS MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Mimi Hall, Supervisor - District 4, Vice-Chair
Kevin Goss, Supervisor - District 2, Chair

MEETING DATE: January 6, 2026

SUBJECT: 1) Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas calling for the placement of a general tax measure on the ballot of the June 2, 2026, election to adopt a transaction and use tax, and requesting that it be consolidated with the statewide general election to be held on June 2, 2026; approved as to form by County Counsel; discussion and possible action; Roll call vote

2) Adopt an **ORDINANCE** Attachment "A" of the County of Plumas, imposing a transactions and use tax of one percent (1.0%) to be administered by the California Department of Tax and Fee Administration, subject to the approval of a simple majority of the elections voting on the tax measure at the election to be held on June 2, 2026; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

1) Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas calling for the placement of a general tax measure on the ballot of the June 2, 2026, election to adopt a transaction and use tax, and requesting that it be consolidated with the statewide general election to be held on June 2, 2026; approved as to form by County Counsel; discussion and possible action; **Roll call vote**

2) Adopt an **ORDINANCE** Attachment "A" of the County of Plumas, imposing a transactions and use tax of one percent (1.0%) to be administered by the California Department of Tax and Fee Administration, subject to the approval of a simple majority of the elections voting on the tax measure at the election to be held on June 2, 2026; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

On November 18, 2025, Plumas County Board of Supervisors voted to direct staff to take all necessary steps to place a one percent (1.0%) countywide sales tax measure on the June 2026 ballot, to address persistent and unsustainable structural budget deficit that has long gone unresolved, despite recent improved budget performance. The general sales tax increase, if approved, would be for a period of twelve years, allowing the County time to recover, stabilize and improve long-term financial and operational planning.

Preliminary estimates suggest the proposed tax would generate approximately \$3,000,000 annually, depending on economic activity levels. These funds would materially improve the County's capacity to sustain core services and infrastructure needs without further reductions in service levels and help stabilize the County financial outlook.

Plumas County has undertaken significant efforts in the past year to strengthen its fiscal condition. These efforts include multi-year budget balancing strategies, improved budget forecasting and transparency, internal cost-containment reforms, and targeted expenditure reductions. As a result, the County has steadily worked to reduce its structural deficit and improve reserve levels.

Despite these achievements, Plumas County continues to face substantial fiscal pressures that threaten the County's ability to sustain core public services in future years. Key factors contributing to ongoing budgetary stress include:

Declining Timber Tax Revenues - Plumas County's historical reliance on timber yield tax receipts has diminished substantially, largely due to the impacts of the Dixie Fire, reducing a once meaningful source of discretionary revenue.

State and Federal Revenue Reductions - Plumas County has experienced a contraction in state and federal funding for key programs as well as increased costs to meet community needs, including in public safety, emergency services, disaster recovery, senior services and infrastructure support, making it more difficult to sustain existing service levels without new local revenue streams.

Rising Employee Costs – The ongoing increases in retirement costs, Other Post-Employment Benefits (OPEB), and increasing health insurance premiums have created persistent cost growth that far outpaces current revenue growth.

Infrastructure and Capital Needs - Deferred maintenance and unmet capital investment needs in transportation, public buildings, and community infrastructure have grown, presenting long-term liability risks.

These fiscal realities underscore the need to provide the County with stable, locally controlled revenue to sustain essential services, address infrastructure needs, and ensure long-term fiscal stability.

This revenue would be broad-based, with roughly half contributed by County residents and half by nonresidents (including visitors and through-travelers).

Regional Context

Plumas County's current sales tax rate is notably lower than those of surrounding jurisdictions. For example (source: cdtfa.ca.gov):

- Butte County: 8.25%
 - 1. Chico 9.25%
 - 2. Oroville 9.25%
 - 3. Paradise 8.75%
- Nevada County: 7.50%
 - 1. Grass Valley 8.875%
 - 2. Nevada City 8.875%
 - 3. Truckee 9%
- Lassen County: 7.25%

Susanville: 8.25%

By comparison, Plumas County's current rate of 7.25% remains among the lowest in the region. Even with a one percent (1.0%) increase, the County would remain competitive, while gaining critical capacity to sustain operations and invest in public service delivery improvements.

Analysis

Approval of the proposed measure will not guarantee immediate alleviation of all fiscal pressures but will provide a stable funding source to support essential services. It also demonstrates proactive fiscal stewardship by the Board in responding to ongoing revenue volatility and cost pressures.

Action:

1) Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas calling for the placement of a general tax measure on the ballot of the June 2, 2026, election to adopt a transaction and use tax, and requesting that it be consolidated with the statewide general election to be held on June 2, 2026; approved as to form by County Counsel; discussion and possible action; **Roll call vote**

2) Adopt an **ORDINANCE** Attachment "A" of the County of Plumas, imposing a transactions and use tax of one percent (1.0%) to be administered by the California Department of Tax and Fee Administration, subject to

the approval of a simple majority of the elections voting on the tax measure at the election to held on June 2, 2026; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

Placement of the sales tax measure will result in minimal direct operational costs to the County related to printing and election administration. Once adopted, the tax is projected to generate significant recurring revenue, reducing the need for service cuts and enabling investment in high-priority County services and infrastructure. Robust financial oversight and transparent reporting will be integral to maintaining public trust.

Attachments:

1. Proposed Resolution_FINAL

RESOLUTION NO. 26-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE BALLOT OF THE JUNE 2, 2026, ELECTION TO ADOPT A TRANSACTIONS AND USE TAX, AND REQUESTING THAT IT BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON JUNE 2, 2026

WHEREAS, the County of Plumas (“County”) provides essential County services and facilities for residents, such as ensuring public safety; maintaining critical emergency operations and public safety dispatch services; providing essential services to children, families, seniors and veterans; maintaining and repairing local streets and roads; maintaining public parks; increasing resilience and response to emergencies such as wildfires and extreme weather; and supporting a strong local economy; and

WHEREAS, on October 14, 2025, the Plumas County Board of Supervisors approved the County Vision, Mission, and Values that ensure public needs are met through innovative leadership, governmental teamwork, and fiscal responsibility for the protection of our lands, support of local livelihoods, and respect for our rural way of life, with a focus on strengthening future generations, delivering effective solutions, and fiscal responsibility that ensures long term sustainability; and

WHEREAS, Plumas County has critical unmet needs that require ongoing funding strategies in order to provide for the general welfare of the community and to leverage state and federal funds and County general funds as needed to address the County’s critical unmet needs, essential County services and infrastructure improvements; and

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9, the County is authorized, subject to approval by a majority vote of the qualified voters of the County voting in an election on the issue, to levy a transactions and use tax for general purposes pursuant to the Transaction and Use Tax Law; and

WHEREAS, pursuant to California Elections Code section 9222, the Board of Supervisors has authority to place measures on the ballot to be considered at a General Municipal Election and desires to place a local funding measure on the ballot at the statewide general election held on June 2, 2026; and

WHEREAS, pursuant to Article XIII C, section 2 and Elections Code section 10201, the County has determined to submit a proposition to enact an ordinance establishing a transactions and use tax to the voters at the County’s next general election; and

WHEREAS, this Board is considering the adoption of an ordinance that would impose, pursuant to the County’s taxing authority, a Transactions (Sales) and Use Tax of one percent (1.0%) on retail transactions in the incorporated and unincorporated County of Plumas in order to generate revenue that will be placed in the general fund to support general County services and

functions; and

WHEREAS, pursuant to Section 9140 of the California Elections Code, this Board may submit to the voters, without petition, a measure relating to the enactment of any ordinance; and

WHEREAS, pursuant to California Government Code section 53724 and Revenue and Taxation Code section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum two-thirds (2/3) supermajority of all members of the Board of Supervisors on January 6, 2026. The proposed measure is a general tax, as defined in Article XIII C of the California Constitution, at a rate of 1% on transactions and uses in the County as defined in the Ordinance to be collected by the California Department of Tax and Fee Administration for a period of twelve (12) years; and,

WHEREAS, the text of the Ordinance that is to be submitted to the voters is attached hereto as Exhibit A. The Ordinance shall not take effect unless and until approved by a vote of at least a majority of voters voting on the question at the election; and

WHEREAS, there is a Statewide primary election scheduled for June 2, 2026, with this election being conducted in Plumas County by the Plumas County Registrar of Voters; and

WHEREAS, the Board of Supervisors desires to consolidate the Sales Tax ballot measure with the Statewide primary election to be held on June 2, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS:

Section 1. That the Board of Supervisors, pursuant to its right and authority, does call a Special Municipal Election and orders submitted to the voters at a Special Municipal Election to be held and consolidated with the Statewide primary election on Tuesday, June 2, 2026, the following question:

| BALLOT MEASURE # ____ | |
|--|-----|
| Shall a measure authorizing the County of Plumas to impose a transactions and use tax in the total amount of one percent (1.0%) to be used to maintain and enhance the quality of life of the citizens in Plumas County be approved by enacting a one percent (1.0%) transactions and use tax providing approximately \$3,000,000 annually in general revenue for Plumas County, to be levied until ended in 12 years? | Yes |
| | No |

Section 3. That the proposed complete text of the County's Transactions and Use Tax Ordinance submitted to the voters is attached hereto as Exhibit A.

Section 4. That the vote requirement for the measure to pass is 1/2 (50.00%) of the votes cast.

Section 5. That the Board of Supervisors of the County of Plumas is hereby requested to, and consent and agree to, the consolidation of the election on this ballot measure with the Statewide primary election to be held on June 2, 2026, and to direct the Plumas County Registrar of Voters to take any and all necessary steps to conduct the consolidated election.

Section 6. That the Registrar of Voters of the County of Plumas is authorized to canvass the returns of the election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in the manner prescribed in Elections Code section 10418.

Section 7. That the County recognizes that additional costs will be incurred by the County by reason of this consolidation and pay its share of the costs.

Section 8. That notice of the time and place of holding the election is hereby given, and the Clerk of the Board of Supervisors is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

Section 9. That the Registrar of Voters of the County of Plumas is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 10. That the Clerk of the Board of Supervisors is hereby directed to file a certified copy of this Resolution with the Registrar of Voters of the County of Plumas.

Section 11. That arguments in favor of and in opposition to the ballot measure and rebuttal arguments shall be permitted, and the County hereby adopts the provisions of Elections Code sections 9167 and 9170, regarding the acceptance of arguments relating to ballot measures. The Clerk of the Board of Supervisors shall fix the dates for submittal of arguments and rebuttals as provided for in the Elections Code, and in conjunction with the Plumas County Registrar of Voters.

Section 12. That, pursuant to Elections Code section 9160, the Clerk of the Board of Supervisors is hereby directed to transmit a copy of the measure to the County Counsel. The County Counsel shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure, and transmit such impartial analysis to the Clerk of the Board of Supervisor within ten (10) days following the adoption of this Resolution.

Section 13. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 14. That the Clerk of the Board of Supervisors shall certify to the passage

and adoption of this Resolution and enter it into the book of original resolutions.

Section 15. That this Resolution shall take effect from and after its adoption by at least a two-thirds (2/3) supermajority of all members of the Board of Supervisors.

Section 16. All proceeds of the tax levied and imposed hereunder shall be accounted for and paid into the County's General Fund and may be used for any lawful purpose as designated by the Board of Supervisors.

Section 17. This is a Board of Supervisor's-sponsored initiative Ordinance and, pursuant to Elections Code Section 9217, the Board of Supervisors shall have and retain the right and authority to amend this Ordinance to further its purposes and intent (including but not limited to amendment for more efficient administration as determined by the Board of Supervisors) in any manner that does not increase a tax rate, or otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas this 6th day of January 2026, by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

Approved as to form:


Joshua Breehtel, Attorney
County Counsel's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF PLUMAS, IMPOSING A TRANSACTIONS AND USE TAX OF ONE PERCENT (1.0%) TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO APPROVAL OF A SIMPLE MAJORITY OF THE ELECTORS VOTING ON THE TAX MEASURE AT THE ELECTION TO BE HELD ON TUESDAY, JUNE 2, 2026

Section 1. **TITLE.** This Ordinance shall be known as the County of Plumas Transactions and Use Tax Ordinance. The County of Plumas hereinafter shall be called "County." This Ordinance shall be applicable in the unincorporated and incorporated territory of the County.

Section 2. **OPERATIVE DATE.** "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

Section 3. **PURPOSE.** This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with section 7251) of Division 2 of the Revenue and Taxation Code, and section 7285.9 of Part 1.7 of Division 2 which authorizes the County to adopt this tax Ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California, insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore, that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

Section 4. **CONTRACT WITH STATE.** Prior to the operative date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions

incident to the administration and operation of this transactions and use tax Ordinance; provided, that if the County shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 5. **TRANSACTIONS TAX RATE.** For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the unincorporated and incorporated territory of the County, at the rate of one percent (1.0%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory, on and after the operative date of this Ordinance.

Section 6. **PLACE OF SALE.** For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination, or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 7. **USE TAX RATE.** An excise tax is hereby imposed on the storage, use, or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use, or other consumption in said territory, at the rate of one percent (1.0%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 8. **ADOPTION OF PROVISIONS OF STATE LAW.** Except as otherwise provided in this Ordinance, and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

Section 9. **LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES.** In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California.

a. The result of that substitution would require action to be taken by or against this County, or any agency, officer, or employee thereof, rather than by or against the California Department of Tax and Fee Administration, in performing the

functions incident to the administration or operation of this Ordinance.

2. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use, or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use, or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use, or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that Code.

3. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797, or 6828 of the Revenue and Taxation Code.

B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203, and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this State or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to section 267(b) of Title 26 of the United States Code and the regulations thereunder.

Section 10. **PERMIT NOT REQUIRED.** If a seller's permit has been issued to a retailer under section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Section 11. **EXEMPTIONS AND EXCLUSIONS.**

A. There shall be excluded from the measure of the transactions tax and the use tax, the amount of any sales tax or use tax imposed by the State of California or by any City, County and City, or County pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax, the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made, and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with section 9840) of the Vehicle Code by registration to an out-of-County address, and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-County, and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use, or other consumption in this County of tangible personal property:

1. The gross receipts from the sale of which have been subject to a

transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft, and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience, and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County, or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.

7. A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

D. Any person subject to use tax under this Ordinance, may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code, with respect to the sale to the person of the property the storage, use, or other consumption of which is subject to the use tax.

Section 12. **AMENDMENTS.** All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes, and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

Section 13. **ENJOINING COLLECTION FORBIDDEN.** No injunction or writ of mandate, or other legal or equitable process, shall issue in any suit, action, or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 14. **USE OF TAX PROCEEDS.** All net revenues when received, and all interest on said revenues, shall be placed in the County's general fund, and the net revenues derived from the 1% tax revenue shall be designated solely for the general governmental purposes of the County in that all proceeds from the tax shall be used for usual and current expenses of the county, approved annually in accordance with the California County Budget Act.

Section 14. **SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 15. **EFFECTIVE DATE AND EXPIRATION.** This Ordinance relates to the levying and collecting of the County transactions and use taxes and shall take effect immediately upon approval by the voters. This ordinance shall expire on the last day of the calendar month that is 12 years following the Operative Date.

APPROVED at a regular meeting of the Board of Supervisors on the ____ day of _____ 2026.

I hereby certify that the County of Plumas Transactions and Use Tax Ordinance was **PASSED AND ADOPTED** by the People of the County of Plumas at the General Municipal Election on the 2nd day of June 2026.

Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors



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

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: January 6, 2026
SUBJECT: Review and approval of the 2026 Plumas County Board of Supervisors Meeting Calendar; discussion and possible action.

Recommendation:

Review and approval of the 2026 Plumas County Board of Supervisors Meeting Calendar; discussion and possible action.

Background and Discussion:

The Plumas County Board of Supervisors will put out a yearly Board Meeting calendar for review and approval at the first meeting in January for transparency to the public.

Action:

Review and approval of the 2026 Plumas County Board of Supervisors Meeting Calendar; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. BOS 2026 Annual Meeting Calendar

Attachment A

Plumas County Board of Supervisors 2026 Annual Meeting Calendar

Regular Board Meetings are held the first three Tuesdays of every month at 10:00am in accordance with Plumas County Code §2-1.101 (Meetings Time and Place)

All meetings should be considered scheduled in the County Courthouse in Quincy unless action is taken by the Board relating to alternative meeting locations. This calendar is subject to amendment by the Board at any time.

☐ Scheduled Meeting ☐ No Meeting

| | | | | | |
|-------------------------|--------------------------------------|------------------------------------|------------------------------------|---|---|
| January 2026 | 6th Meeting | 13th Meeting | 20th Meeting | | |
| February | 3rd Meeting | 10th Meeting | 17th Meeting | | |
| March | 3rd Meeting | 10th Meeting | 17th Meeting | | |
| April | 7th Meeting | 14th Meeting | 21st Meeting | | |
| May | 5th Meeting | 12th Meeting | 19th Meeting | | |
| June | 2nd Meeting | 9th Meeting | 16th Meeting | 30th Meeting approving preliminary budget | |
| July | 7th Meeting | 14th Meeting | 21st Meeting | | |
| August | 4th Meeting | 11th Meeting | 18th Meeting | | |
| September | 1st Meeting | 8th Meeting | 15th Meeting | 22nd Meeting to begin budget hearings/presentations | 29th Meeting continuing budget hearings, approve final budget |
| October | 6th Meeting | 13th Meeting | 20th Meeting | | |
| November | 3rd Meeting | 10th Meeting | 17th Meeting | | |
| December | 1st No Meeting | 8th Meeting | 15th Meeting | 22nd Special Meeting (Tentative) | |
| | | | | | |
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**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Allen Hiskey, Clerk of the Board

MEETING DATE: January 6, 2026

SUBJECT: Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or re-appointments; discussion and direction to the Clerk of the Board.

Recommendation:

Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or re-appointments; discussion and direction to the Clerk of the Board.

Background and Discussion:

Yearly the Plumas County Board of Supervisors reviews standing Boards, and Commissions for accuracy and re-appointments if needed.

Action:

Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or re-appointments; discussion and direction to the Clerk of the Board.

Fiscal Impact:

No General Fund Impact

Attachments:

1. BOS Commissions 2025

Boards and Commissions - Supervisors

Form 700

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|-------------------|------------------------|--|--------|
| District 1 | Dwight Ceresola | Sierra Valley Ground Water Mgt District | Member |
| | | First 5 Commission | Member |
| | | Northern Sierra Air Quality Mgt Distict | Member |
| | | Planning Commission | Member |
| | | Regional Water Management Group | Member |
| | | Sierra Nevada Conservancy North Central Sub-Region | Member |
| | | Plumas County Coordinating Council | Member |

| | | | |
|-------------------|-------------------|--|-----------|
| District 2 | Kevin Goss | California State Association of Counties | Member |
| | | Golden State Finance Authority | Member |
| | | Golden State Connect Authority | Member |
| | | Rural County Representatives of California | Member |
| | | Plumas County Coordinating Council | Chair |
| | | Local Agency Formation Commission | Member |
| | | Local Solid Waste Appeal Board | Member |
| | | NORCAL EMS | Member |
| | | Planning Commission | Member |
| | | Transportation Commission | Member |
| | | Sierra Valley Ground Water Management District | Alternate |
| | | Emergency Medical Care Committee | Alternate |
| | | Environmental Services Joint Powers Auth. | Member |

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|-------------------|--------------------|---|-----------|
| District 3 | Tom McGowan | California State Association of Counties | Alternate |
| | | Golden State Finance Authority | Alternate |
| | | Golden State Connect Authority | Alternate |
| | | Rural County Representatives of California | Alternate |
| | | Local Agency Formation Commission | Member |
| | | Northern Rural Training and Employment Consortium | Member |
| | | Northern Sierra Air Quality Management District | Member |
| | | Planning Commission | Member |
| | | Transportation Commission | Member |
| | | Plumas County Coordinating Council | Member |
| | | Emergency Medical Care Committee | Member |
| | | National Association of Counties | Member |
| District 4 | Mimi Hall | Behavioral Health Commission | Chair |
| | | Plumas County Coordinating Council | Member |
| | | Juvenile Justice Coordinating Council | Member |
| | | Local Agency Formation Commission | Member |
| | | Planning Commission | Member |
| | | Transportation Commission | Member |
| | | Plumas County Coordinating Council | Member |
| District 5 | Jeff Engel | Local Agency Formation Commission | Alternate |
| | | North-Cal Neva RC&DC | Member |
| | | Solid Waste Task Force | Member |
| | | Plumas County Coordinating Council | Member |
| | | North Cal EMS | Alternate |
| | | Planning Commission | Member |