



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF AUGUST 3, 2021 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

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

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M. **CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## ACTION AGENDA

1. **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis  
Report and update on COVID-19; receive report and discussion

2. **CONSENT AGENDA**

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

- A. BEHAVIORAL HEALTH**

- 1) Adopt **RESOLUTION** approving the Mental Health Services Act (MHSA) Program and expenditure plan for 2020-2023, and authorize the Director of Behavioral Health to submit the plan to California Department of Health Care Services and sign related documents as the County's Administrator of this MHSA Plan; approve as to form by County Counsel [View Item](#)
- 2) Authorize no contract payment to Gary C. Ernst , for continued follow up work on 17 MHSA audit finding and reports; invoice not to exceed \$6,480.00; any costs associated with this matter are covered by a combination of Federal and State Funds [View Item](#)
- 3) Authorize no contract payment to Dr. Manolito B. Fidel, for mental health specialty services provided; invoices not to exceed \$1,750.00; any costs associated with this matter are covered by a combination of Federal and State Funds [View Item](#)

- B. CLERK OF THE BOARD**

Approve Board minutes for July 2021 [View Item](#)

- C. COUNTY COUNSEL**

Adopt **RESOLUTION** amending Resolution 20-8543 approving Conflict of Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County; approved as to form by County Counsel [View Item](#)

- D. ENVIRONMENTAL HEALTH**

Approve and authorize the Chair to sign renewal agreement Between Plumas County and Accela; for continued use of the Envision database software, for one year term 07/01/2021 – 06/30/2022; not to exceed \$9,574.22; approved as to form by County Counsel [View Item](#)

- E. LIBRARY**

Approve and authorize the Librarian to accept the donation a bookcase, garden dirt and a new garden hose from Friends of the Portola Branch Library, a charitable organization; donated items are equivalent to \$131.16 [View Item](#)

- F. PUBLIC HEALTH**

- 1)
  - A. Adopt **RESOLUTION** to approving Standard Agreement between Plumas County and the State Department of Health Care Services; for the Medi-Cal Administrative Program FY 2021-2024; and authorize the Director of Public Health to sign as the Board's designee; not to exceed \$1,200,000; approved as to form by County Counsel [View Item](#)
  - B. Approve and authorize the Chair to sign subcontracts between Plumas County and Eastern Plumas Healthcare, Plumas County District Attorney, Plumas County Probation Department, Plumas Crisis Intervention & Resource Center, Plumas District Hospital, Plumas First 5 Commission and Roundhouse Council, and approve ratification of payments of the services rendered to date. Approved by County Counsel. [View Item](#)

2) Authorize and Approve the Chair to sign agreement between Plumas County and Susanville Indian Rancheria for Activities related to The Harm Reduction Program funded by the Sierra Health Foundation Grant, not to exceed \$102,000.00; approved as to form by County Counsel.

[View Item](#)

**G. PROBATION**

Approve and authorize the Chair to sign Agreement between Plumas County Probation Department and Plumas Rural Services Cognitive Behavioral Restructuring Groups (CBRG) Program FY 2021-2022; to prevent crime and future victimization; not to exceed \$15,000.00; approved as to form by County Counsel [View Item](#)

**H. PUBLIC WORKS**

- 1) Approve and authorize the County administrator and the Director of Public Works to sign IWORQ Software Agreement; to replace the current asset management software and potentially the permit management software; not to exceed software set-up fee of \$8,000.00, with an annual \$5,000.00 subscription fee; approved as to form by County Counsel [View Item](#)
- 2) Authorize no contract payments to Easy Rooter Plumbing for Emergency repair of Beckwourth CSA sewer pump; Invoice total \$1,650.00 [View Item](#)

**I. SHERIFF**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and DeMartile Automotive; to provide maintenance, service and repair to Sheriff's vehicles; not to exceed \$60,000.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Sheriff's Office and Bryan Stecker dba Frank's Garage; to provide repair services to Sheriff's vehicles; not to exceed \$60,000.00; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the chair to sign contract amendment between Plumas County and Smile Business Products, Inc.; to transfer the contract with Scott Tanner Business Equipment to the current owner through the sale of the business; contract term 09/01/2016 – 08/31/2021; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign service agreement between Plumas County and Smile Business Products, Inc.; for copy machine maintenance; not to exceed \$9,999.00; approved as to form by County Counsel [View Item](#)

**J. TREASURER – TAX COLLECTOR**

Adopt **RESOLUTION** authorizing the Plumas County Treasurer/ Tax Collector to direct and execute agreement between Plumas County and the Franchise Tax Board for the collection of court-ordered debts; approved as to form by County Counsel [View Item](#)

**3. DEPARTMENTAL MATTERS**

**A. CLERK-RECORDER-ELECTIONS – Marcy DeMartile**

Authorize the County Clerk-Recorder to recruit and fill, funded and allocated 1.0 FTE Election Service Assistant I/II; vacancy due to resignation; discussion and possible action [View Item](#)

**B. LIBRARY – Lindsay Fuchs**

Adopt **RESOLUTION** updating all the established Plumas County Library Office hours; to match the community shopping and outdoor habits and help the library better serve the members of the Community; discussion and possible action **Roll call vote** [View Item](#)

C. **PUBLIC HEALTH** – Dr. Dana Loomis

- 1) Adopt **RESOLUTION** to Amend the FY 2021-22 County Personnel Allocation in Budget Unit 20640 (Veteran's Services) to include an Administrative Assistant I/II; discussion and possible action  
**Roll call vote** [View Item](#)
- 2) Authorize the Director of Public Health to recruit and fill 1.00 FTE position of Veterans Service Representative I/II, or Administrative Assistant I/II; vacancy due to resignation; discussion and possible action [View Item](#)

D. **SOCIAL SERVICES** - Neil Caiazzo

- 1) Receive Semi-Annual report regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services through June 30, 2021 [View Item](#)
- 2) Authorize the office of Public Guardian to recruit and fill, funded and allocated 1.0 FTE Chief Deputy Public Guardian Position; vacant since July 19, 2021; discussion and possible action [View Item](#)

E. **COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Approve and ratify agreement, between Plumas County and Maul Foster & Alongi, Inc., a Washington Corporation, dba Flow-Analytics and authorize the Chair to sign agreement; for demographic and redistricting consultant services; not to exceed \$51,535.00; approved as to form by County Counsel; discussion and possible action [View Item](#)

F. **COUNTY COUNSEL** – Gretchen Stuhr

Timeline review of proposed Redistricting Calendar; discussion and possible direction to staff  
[View Item](#)

4. **BOARD OF SUPERVISORS**

A. **TITLE III – SECURE RURAL SCHOOLS FUNDING**

Consider application(s) submitted for 2020 Secure Rural Schools Funding – Title III

- 1) Plumas Co. Sheriff's Office Search and Rescue Reimbursement Project (\$50,000.00)

- 2) Plumas Co. Sheriff's Radio Tower and Vault Project(\$125,537.00)

- and direct the Clerk to provide Public Notice to begin the 45 Day Comment Period; schedule the required Public Hearing before the Board on September 21, 2021; discussion and possible action

[View Item](#)

B. Correspondence

C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

D. Appoint Bryan Roccucci to the Fish and Game Commission; Discussion and possible action

**Afternoon Session:**

5. **PUBLIC WORKS /SOLID WASTE DIVISION** – John Mannle

**Time Certain Public Hearing at 1:00 P.M.:** Receive a report and recommendation from Public Works Solid Waste Division pertaining to the mandatory use of waste-wheeler's" as it pertains to Solid Waste franchise contractors residential customers; consideration of proposed amendment to County Code Section 6-10.108;

Introduce and waive first reading of an **ORDINANCE**, Amending Section 6-10.108 of Article 2, of Chapter 10, Title 6, of the Plumas County Code; approved as to form by County Counsel

**Roll call vote** [View Item](#)

## 6. **CLOSED SESSION**

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

- A. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Existing litigation – County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Existing litigation – Meyer v. County of Plumas et al., Superior Court of Plumas County, Superior Court No. CV 19-00238, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, August 10, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

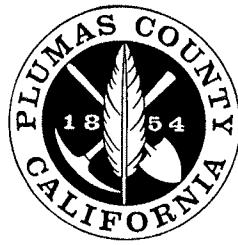
2A1

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971  
(530) 283-6307 FAX (530) 283-6045

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Tony Hobson Ph.D., Director



DATE: August 3, 2021

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director 

SUBJECT: Consent Agenda

### Recommendation

1. It is respectfully requested the Board of Supervisors adopt RESOLUTION, approving the Mental Health Services Act (MHSA) Program and Expenditure Plan, 2020-2023, and authorize the Director Tony Hobson to submit the Plan to the State and signature authority for implementation of the Mental Health Services Act Program Plan, 2020-2023
2. It is respectfully requested the Board of Supervisors approve and authorize \$6480.00 invoice payment to Gary C. Ernst.
3. It is respectfully requested the Board of Supervisors approve and authorize \$1750.00 no contract payment to Dr. Manolito B. Fidel.

### BACKGROUND AND DISCUSSION:

1. Plumas County Behavioral Health is requesting approval of the Mental Health Services Act (MHSA) Program and Expenditure Plan, 2020-2023, pursuant to Welfare and Institutions Code §5848, requires CA counties to submit a locally-approved Three-Year Program and Expenditure Plan to the Mental Health Services Oversight and Accountability Commission (MHSAC) within 30 days of Board approval. This MHSA Program and Expenditure Plan, 2020-2023, encompasses the use of MHSA Community Services and Supports (CSS) program funds for specific Plumas County Behavioral Health operating expenses and to provide direct services for unserved and underserved populations through multi-year County Service Agreements and MOUs with funded community partners and County agencies. There are sufficient funds available in the MHSA revenue fund balance, to fund the Plan and its programs.

2. This \$6480.00 invoice amount to Gary C. Ernst will exceed the contract limit of \$15,000.00. Additional cost due to time spent on 2016/17 cost report audit findings from Department of Health Care Services to Mental Health and Mental Health Services Act reporting. Behavioral Health is respectfully requesting payment approval.
3. This charge of \$1750.00 is to Dr. Fidel for mental health doctor fees for specialty services. Behavioral Health has exceeded the \$999.99 limit per vendor, working without a contract. Behavioral Health is respectfully requesting payment approval.

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

RESOLUTION NO. 2021 - \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PLUMAS COUNTY

APPROVING BEHAVIORAL HEALTH DEPARTMENT'S MENTAL HEALTH SERVICES ACT (MHSA) PROGRAM AND EXPENDITURE PLAN, 2020-23, AND AUTHORIZING THE DEPARTMENT DIRECTOR TO SUBMIT THE PLAN TO THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES AND SIGNATURE AUTHORITY FOR IMPLEMENTATION OF THE MENTAL HEALTH SERVICES ACT PROGRAM AND EXPENDITURE PLAN, 2020-23.

WHEREAS, Plumas County wants to assure the continuation of Mental Health Services Act (MHSA) funding to provide necessary services for individuals living with mental illnesses and emotional disorders;

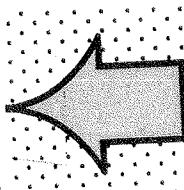
WHEREAS, approving a Program and Expenditure Plan for Plumas County Mental Health Services Act (MHSA) is necessary to assure continued MHSA funding;

WHEREAS, California Statute requires the County Board of Supervisors approve the MHSA Program and Expenditure Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby approves the Plumas County Mental Health Services Act Program and Expenditure Plan, 2020-2023; designates the Plumas County Behavioral Health Department as the county's administrator of this MHSA Plan; and authorizes the Director of Behavioral Health to submit the plan and sign related documents for implementation, reporting, and acquisition of funds for the Plumas County MHSA Program.

Passed and ADOPTED by the County Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said board on the \_\_\_\_\_ Day of August 2021, by the following vote:

AYES: Supervisors:  
NOES: Supervisors:  
ABSENT: Supervisors:  
ABSTAIN: Supervisors:



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Jeff Engel, Chair  
Board of Supervisors

ATTEST BY:

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Heidi Putnam, Clerk of the Board

Approved as to form:

Gretchen Stuhr

2A2

**GARY C. ERNST**

1526 E. Beech Drive  
Visalia, CA 93292  
(559) 679-2541 (cell)  
(559) 733-1901 (home)

**Invoice:** Plumas County Mental Health  
Att: Che Shannon  
  
Quincy, CA

			Due
June, 2021	Total Hours:	54.00 @ \$120.00	\$ 6,480.00

**Activity Log:** Hours

June 1 - 8, 2021	Gen. adm., Cont'd follow-up work on 17 MHSA audit responding to DHCS, preparation for fiscal onsite staff training, Onsite fiscal training and orientation of MH/SUDS history, various funding sources, DHCS fiscal reporting requirements, reviewed various internal monitoring tools and reports in preparation of annual MH and MHSA Cost reposting, reviewed DHCS's MHSA reversion tables and how applied to Plumas program On & offsite (MHSA 3 hrs)	54.00
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**SIGNATURE:**

Vendor #: 28373  
Fund/Dept #: 70571  
Account #: 521900  
Contract #: PCB# GARYERNST  
Date: 7-9-2021

Bal before this  
bill \$ 0



# HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA

PLUMAS COUNTY MENTAL HEALTH  
SUITE 109  
270 COUNTY HOSPITAL ROAD  
QUINCY, CA 95971

RECEIVED

2A3 02 2021

BY:

PICA

1. MEDICARE (Medicare #)		MEDICAID (Medicaid #)		TRICARE (ID#/DoD#)		CHAMPVA (Member ID#)		GROUP HEALTH PLAN (ID#)		FECA BLK LUNG (ID#)	OTHER (ID#)	1a. INSURED'S I.D. NUMBER (For Program in Item 1)					
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)												3. PATIENT'S BIRTH DATE YY		SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>		4. INSURED'S NAME (Last Name, First Name, Middle Initial)	
5. PATIENT'S ADDRESS (No. Street)												6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (No., Street)			
CITY		STATE CA		ZIP CODE		TELEPHONE (Include Area Code)		8. RESERVED FOR NUCC USE		CITY		STATE					
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)												10. IS PATIENT'S CONDITION RELATED TO:		11. INSURED'S POLICY GROUP OR FECA NUMBER			
a. OTHER INSURED'S POLICY OR GROUP NUMBER												a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		a. INSURED'S DATE OF BIRTH YY			
b. RESERVED FOR NUCC USE												b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)		b. OTHER CLAIM ID (Designated by NUCC)			
c. RESERVED FOR NUCC USE												c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		c. INSURANCE PLAN NAME OR PROGRAM NAME			
d. INSURANCE PLAN NAME OR PROGRAM NAME												10d. CLAIM CODES (Designated by NUCC)		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a and 9d.			
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.												13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.					
SIGNATURE ON FILE												06192021		SIGNATURE ON FILE			
SIGNED _____ DATE _____												SIGNED _____					
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL				15. OTHER DATE QUAL.				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY									
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN   MANOLITO B FIDEL MD				17a. 1326098534				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 04262021 YY TO 05012021 YY									
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)												20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0 F32.9												22. RESUBMISSION CODE ORIGINAL REF. NO.					
A.		B.		C.		D.		E.		F.		G.	H.				
E.		F.		G.		H.		I.		J.		K.	L.				
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE EMG		C. CPT/HCPCS		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		F. \$ CHARGES		G. DAYS OR UNITS	H. EPSDT Family Plan				
24. A. DATE(S) OF SERVICE From 04272021 To 04272021		B. PLACE OF SERVICE EMG		C. CPT/HCPCS 99222		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		F. \$ CHARGES 350.00		G. DAYS OR UNITS 1	H. EPSDT Family Plan NPI				
24. A. DATE(S) OF SERVICE From 04282021 To 04282021		B. PLACE OF SERVICE EMG		C. CPT/HCPCS 99232		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		F. \$ CHARGES 175.00		G. DAYS OR UNITS 1	H. EPSDT Family Plan NPI				
24. A. DATE(S) OF SERVICE From 04292021 To 04292021		B. PLACE OF SERVICE EMG		C. CPT/HCPCS 99232		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		F. \$ CHARGES 175.00		G. DAYS OR UNITS 1	H. EPSDT Family Plan NPI				
24. A. DATE(S) OF SERVICE From 04272021 To 04272021		B. PLACE OF SERVICE EMG		C. CPT/HCPCS 99222		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		F. \$ CHARGES 350.00		G. DAYS OR UNITS 1	H. EPSDT Family Plan NPI				
24. A. DATE(S) OF SERVICE From 04282021 To 04282021		B. PLACE OF SERVICE EMG		C. CPT/HCPCS 99232		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		F. \$ CHARGES 175.00		G. DAYS OR UNITS 1	H. EPSDT Family Plan NPI				
24. A. DATE(S) OF SERVICE From 04292021 To 04292021		B. PLACE OF SERVICE EMG		C. CPT/HCPCS 99232		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		F. \$ CHARGES 175.00		G. DAYS OR UNITS 1	H. EPSDT Family Plan NPI				
25. FEDERAL TAX I.D. NUMBER 201288074		SSN EIN <input type="checkbox"/> X		26. PATIENT'S ACCOUNT NO. 2		27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (for govt. claims, see back)		28. TOTAL CHARGE 700.00		29. AMOUNT PAID 0.00		30. Rsvd for NUCC use 4244007748					
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) MANOLITO B FIDEL MD 06192021		32. SERVICE FACILITY LOCATION INFORMATION DEL AMO BEHAVIORAL HEALTH 23700 CAMINO DEL SOL TORRANCE, CA 90505-5017		33. BILLING PROVIDER INFO & PH. # MANOLITO B FIDEL MD INC 28919 COVECREST DRIVE RANCHO PALOS VERDES, CA 90275-4703													
SIGNED _____ DATE _____		a. 1245203447		b. 1679859359		a. 1679859359		b. 7/2/21		APPROVED OMB 0938-1197 FORM 1500 (02-12)							



# HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY MENTAL HEALTH  
SUITE 109  
270 COUNTY HOSPITAL ROAD  
QUINCY, CA 95971

CARRIER

PICA										PICA								
1. MEDICARE <input type="checkbox"/> (Medicare #)		MEDICAID <input type="checkbox"/> (Medicaid #)		TRICARE <input type="checkbox"/> (ID#/DoD#)		CHAMPVA <input type="checkbox"/> (Member ID#)		GROUP HEALTH PLAN <input type="checkbox"/> (ID#)		FECA BLK LUNG <input type="checkbox"/> (ID#)	OTHER <input checked="" type="checkbox"/> (ID#)	1a. INSURED'S I.D. NUMBER  <i>[Handwritten I.D. Number]</i>		(For Program in Item 1)				
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)										3. PATIENT'S BIRTH DATE YY <i>[Handwritten YY]</i>		SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	4. INSURED'S NAME (Last Name, First Name, Middle Initial)					
5. PATIENT'S ADDRESS (No., Street) <i>[Handwritten Address]</i>										6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (No., Street)						
CITY		STATE <b>CA</b>		8. RESERVED FOR NUCC USE		CITY		STATE <b>CA</b>										
ZIP CODE		TELEPHONE (Include Area Code)				ZIP CODE		TELEPHONE (Include Area Code)										
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)										10. IS PATIENT'S CONDITION RELATED TO:		11. INSURED'S POLICY GROUP OR FECA NUMBER						
a. OTHER INSURED'S POLICY OR GROUP NUMBER										a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		a. INSURED'S DATE OF BIRTH YY <i>[Handwritten YY]</i>						
b. RESERVED FOR NUCC USE										b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		b. OTHER CLAIM ID (Designated by NUCC)						
c. RESERVED FOR NUCC USE										c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		c. INSURANCE PLAN NAME OR PROGRAM NAME						
d. INSURANCE PLAN NAME OR PROGRAM NAME										10d. CLAIM CODES (Designated by NUCC)		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If yes, complete items 9a and 9d.</i>						
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.												13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.						
SIGNATURE ON FILE										06192021		SIGNATURE ON FILE						
SIGNED _____ DATE _____												SIGNED _____						
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE QUAL		MM	DD	YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY											
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE <b>DN   MANOLITO B FIDEL MD</b>		17a. NPI		17b. NPI		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM <b>04262021</b> YY TO <b>05092021</b> YY												
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)										20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO								
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. <b>0</b>										22. RESUBMISSION CODE ORIGINAL REF. NO.								
A. <b>F32.9</b>		B. _____		C. _____		D. _____		E. _____		F. _____		G. _____	H. _____	I. _____	J. _____	K. _____	L. _____	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE EMG		C. CPT/HCPCS		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		E. DIAGNOSIS POINTER		\$ CHARGES		DAYS OR UNITS	EPSDT Family Plan	ID. QUAL.	RENDERING PROVIDER ID. #	
1	05032021	05032021	21	99232						A	175.00	1					NPI	1326098534
2	05042021	05042021	21	99232						A	175.00	1					NPI	1326098534
3	05052021	05052021	21	99232						A	175.00	1					NPI	1326098534
4	05062021	05062021	21	99232						A	175.00	1					NPI	1326098534
5	05072021	05072021	21	99232						A	175.00	1					NPI	1326098534
6																		
25. FEDERAL TAX ID. NUMBER <b>201288074</b>	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO.  <i>[Handwritten Account No.]</i>		27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> (for govt. claims, see back)		28. TOTAL CHARGE \$ <b>875.00</b>		29. AMOUNT PAID \$ <b>0.00</b>		30. Rsvd for NUCC use 4244007748							
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)  <b>MANOLITO B FIDEL MD</b> 06192021										32. SERVICE FACILITY LOCATION INFORMATION <b>DEL AMO BEHAVIORAL HEALTH</b> <b>23700 CAMINO DEL SOL</b> <b>TORRANCE, CA 90505-5017</b>		33. BILLING PROVIDER INFO. & PH. # <b>MANOLITO B FIDEL MD INC</b> <b>28919 COVECREST DRIVE</b> <b>RANCHO PALOS VERDES, CA 90275-4703</b>						
SIGNED _____ DATE _____										a. <b>1245203447</b>		b. <b>1679859359</b>		b. <b>7/2/21</b>				

SECOND FOLD

FIRST FOLD WHCF-10-ENV / WHCF-10-ENV-SS

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION



# HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY MENTAL HEALTH

SUITE 109

270 COUNTY HOSPITAL ROAD

QUINCY, CA 95971

JUL 09 2021

BY:

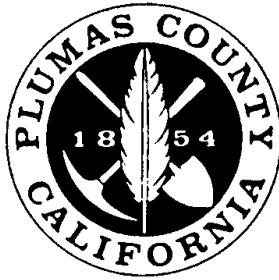
PICA

PICA												
1. MEDICARE (Medicare #)	2. MEDICAID (Medicaid #)	3. TRICARE (ID#/DoD#)	4. CHAMPVA (Member ID#)	5. GROUP HEALTH PLAN (ID#)	6. FECA BLK LUNG (ID#)	7. OTHER	8. INSURED'S I.D. NUMBER (For Program in Item 1)					
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)				3. PATIENT'S BIRTH DATE		SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	4. INSURED'S NAME (Last Name, First Name, Middle Initial)					
5. PATIENT'S ADDRESS (No., Street)				6. PATIENT RELATIONSHIP TO INSURED		7. INSURED'S ADDRESS (No., Street)						
CITY		STATE CA		Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		CITY		STATE CA				
ZIP CODE		TELEPHONE (Include Area Code)				ZIP CODE.		TELEPHONE (Include Area Code)				
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				10. IS PATIENT'S CONDITION RELATED TO:				11. INSURED'S POLICY GROUP OR FECA NUMBER				
a. OTHER INSURED'S POLICY OR GROUP NUMBER				a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				a. INSURED'S DATE OF BIRTH SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>				
b. RESERVED FOR NUCC USE				b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)				b. OTHER CLAIM ID (Designated by NUCC)				
c. RESERVED FOR NUCC USE				c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				c. INSURANCE PLAN NAME OR PROGRAM NAME				
d. INSURANCE PLAN NAME OR PROGRAM NAME				10d. CLAIM CODES (Designated by NUCC)				d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a and 9d.				
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.												
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.												
SIGNATURE ON FILE						06242021						
SIGNED _____ DATE _____						SIGNATURE ON FILE						
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL				15. OTHER DATE QUAL				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY				
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE DN MANOLITO B FIDEL MD				17a. 1326098534				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 04262021 YY TO 05022021 YY				
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)												
20. OUTSIDE LAB? S CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO												
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0												
A. F32.9		B. I.		C. L.		D. I.		22. RESUBMISSION CODE				
E. I.		F. I.		G. I.		H. I.		ORIGINAL REF. NO.				
I. I.		J. I.		K. I.		L. I.		23. PRIOR AUTHORIZATION NUMBER				
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE EMG		C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		F. DIAGNOSIS POINTER		G. DAYS ON UNITS		H. I. J. RENDERING ID. QUAL. PROVIDER ID. #
1 04302021		04302021		21		99232		A		S CHARGES		1326098534
2												NPI
3												NPI
4												NPI
5												NPI
6												NPI
25. FEDERAL TAX I.D. NUMBER 201288074		SSN EIN <input type="checkbox"/> X		26. PATIENT'S ACCOUNT NO.		27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> For govt. claims, see back <input type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE 175.00		29. AMOUNT PAID 0.00		30. Rsvd for NUCC use 4244007748
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part hereof.) MANOLITO B FIDEL MD												
32. SERVICE FACILITY LOCATION INFORMATION DEL AMO BEHAVIORAL HEALTH 23700 CAMINO DEL SOL TORRANCE, CA 90505-5017												
33. BILLING PROVIDER INFO & PH # MANOLITO B FIDEL MD INC 28919 COVECREST DRIVE RANCHO PALOS VERDES, CA 90275-4703												
34. DATE 06242021												
35. lb. 1245203447												
36. 1679859359												
37. PLEASE PRINT OR TYPE												

FIRST FOLD WHC-10-ENV / WHC-10-ENV-SS

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION



**2B**

## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

## **MEETING MINUTES**

### **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 6, 2021**

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## **STANDING ORDERS**

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

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

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

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M.  **CALL TO ORDER/ROLL CALL**

**Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Ceresola, Supervisor Goss, Supervisor Engel.

 **PLEDGE OF ALLEGIANCE**

- lead the Pledge of Allegiance

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

1) **BOARD OF SUPERVISORS – URGENCY ITEM**

DUE TO THE EXTREME HEAT AND URGENT NEED TO DIRECT FACILITY SERVICES, PUBLIC HEALTH, OES, WORK TOGETHER TO PREPARE TO OPEN COOLING CENTERS

**Motion:** Add this matter as an urgency item because the need for immediate action was not apparent prior to the posting of the agenda, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

Approve and authorize County Departments to work together to draft an Emergency Proclamation, matter to be reviewed by the Board of Supervisors at a Special Meeting later this week; Proclamation of the existence of a local Emergency, due to excessive heat; for discussion and possible action

**Motion:** Approve and authorize County Departments to work together to draft an Emergency Proclamation, to be reviewed by the Board of Supervisors at a Special Meeting later this week; Proclamation of the existence of a local Emergency, due to excessive heat, and Authorize Supervisor Hagwood to direct Facility Services, Public Health, Facility Services and OES to Identify, publicise, staff and prepare to open Cooling Centers prior to Special Meeting, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.

Motion passed unanimously.

2) Public Health has asked that Item 4E2 to be removed from the Agenda

 **PUBLIC COMMENT OPPORTUNITY**

Supervisor Engel commented on the correspondence received via mail and email regarding Project 2105. Business owner, Bryan Hughs made comments regarding Waste Management practices in regards to recyclable waste practices, as well as safety practices at County transfer stations

A past employee of Waste Management in the audience commented regarding the handling of recyclable materials, and Waste Management possible unsafe practices.

Tom McGowen of Lake Almanor Chambers of Commerce, commented on the recent chambers activities– and the positive responses to all of the ongoing events, merchants that are pleased with the public turnout.

Josh Hart of FRA group commented on his opposition to the renewal of the Wildlife Services contract.



## DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

No announcements at this time

## ACTION AGENDA

1. **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis  
Report and update on COVID-19; receive report and discussion

### **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 agenda matters, as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

**Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Ceresola, Supervisor Goss, Supervisor Engel.

#### **A. CLERK OF THE BOARD**

Approve Board minutes for June 2021 – revisions to be made

#### **B. AGRICULTURE/ WEIGHTS & MEASURES**

- 1) Approve and authorize the Chair to sign Amendment No. 1, between Plumas County and California Department of Food and Agriculture (CDFA); Amendment increases the original amount of \$31,893.00 to \$63,786.00 and extends the contract end date of June 30, 2022 to June 30, 2023; for field work to control and eradicate non-native invasive weeds; Approved as to form by county Counsel
- 2) Approve and authorize the Chair to sign Amendment No. 1, between Sierra County and California Department of Food and Agriculture (CDFA); Amendment increases the original amount of \$31,893.00 to \$63,786.00 and extends the contract end date of June 30, 2022 to June 30, 2023; for field work to control and eradicate non-native invasive weeds; Approved as to form by county Counsel

#### **C. AUDITOR**

Adopt **RESOLUTION** establishing Appropriation limits for Fiscal Year 2021/2022 under Article XIII B of the California Constitution, and establishing a period for contesting such limits for Plumas County, and the Board of Supervisors governed Special Districts.

#### **D. BEHAVIORAL HEALTH**

- 1) Authorize no contact payment to Butte County Behavioral Health for \$1,262.15, for outpatient services, pending 2021/22 contract; discussion and possible action
- 2) Approve and authorize the Chair to sign Agreement between Plumas County and Plumas Unified School District providing a school based mental health prevention and early intervention services; not to exceed \$251,932.00; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Agreement between Plumas County and Restpadd Health Corporation Red Bluff, to provide acute psychiatric and rehabilitation services in a non-hospital setting; not to exceed \$50,000.00; approved as to form by County Counsel

- 4) Approve and authorize the Chair to sign Agreement between Plumas County and Restpadd Health Corporation Redding, to provide acute psychiatric services; not to exceed \$65,000.00; approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign Agreement between Plumas County and North Valley Behavioral Health; to provide services to individuals with acute psychiatric conditions requiring rehabilitation services; not to exceed \$50,000.00; approved as to form by County Counsel
- 6) Authorize payment of \$350.00, without a contract, to Dr. Juden Valdez for mental health doctor fees and specialty services
- 7) Approve and authorize the Board Chair to sign five (5) year lease agreement between Plumas County and Environmental Alternatives, to establish a Wellness Center in Quincy that is more accessible to the community; approved as to form by County Counsel

**E. COUNTY COUNSEL**

Approve and authorize the Chair to sign Public Defender contracts between Plumas County and Attorneys: Bill Abramson, Craig Osborne, and Jacob Zamora; effective June 1 2021; approve as to form by County Counsel

**F. ENVIRONMENTAL HEALTH**

Authorize the Interim Director of Environmental Health to utilize 4-10 hour per day work schedule for Environmental Health Specialists, Hazardous Material Specialist, and Technicians, within the requirements set by the Memorandum of Understanding for General Unit employees; this schedule is not anticipated to reduce Environmental Health's ability to maintain the standard 8 am - 5 pm, Monday through Friday hours of operation.

**G. PLANNING**

Approve and authorize staff to refund applicant, Hat Creek Construction & Materials, Inc., a portion of the fees for a Permit to Mine Reclamation Plan and Amendment of Special Use permit due to the withdrawal of Application (MR 11-20/21-01); Refund in the amount of \$5,813.00

**H. PROBATION**

Approve and authorize the Chair to sign agreement between Plumas County and BI Correctional Services Inc. for monitoring technologies and services for juveniles, parolees, probationers, pretrial defenders; not to exceed \$35,000.00; approved as to form by County Counsel

**I. PUBLIC HEALTH**

- 1) Approve and authorize the Chair to sign agreement between Plumas County and the Office of Education, for activities related to the SNAP-Ed Program for Fiscal Year 2021-2022; not to exceed \$10,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Cooperative agreement between Plumas County and Feather River College; to provide various health care services to Students attending Feather River College; not to exceed \$15,000.00; approved as to form by County Counsel

**J. PUBLIC WORKS – ENGINEERING**

Authorize Even Hasse, Senior Engineering Technician, to modify his work week from a five 8 – hour days, Monday through Friday, to four 10 – hour days, Monday through Thursday.

**K. SHERIFF**

- 1) Approve and authorize the Chair to sign contract between Plumas County Sheriff's Office and May Nursing Services, to provide medical services to Jail inmates as required by law; not to exceed \$393,000.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between Plumas County Sheriff's Office and Contract Pharmacy, to provide pharmaceutical services to Jail inmates as required by law; not to exceed \$100,000.00; approved as to form by County Counsel

- 3) Approve and Authorize the Chair to sign contract between Plumas County Sheriff's Office and Dale Harris, DDS, to provide dental services to the Jail inmates as required by law; not to exceed \$60,000.00; approved as to form by County Counsel
- 4) Approve and Authorize the Chair to sign contract between Plumas County Sheriff's Office and North Fork Family Medicine, to provide medical services to Jail inmates as required by law; not to exceed \$81,000.00; approved as to form by County Counsel
- 5) Approve and Authorize the Chair to sign contract between Plumas County Sheriff's Office and Joseph Schad, D.O., to provide medical services to Jail inmates as required by law; not to exceed \$162,000.00; approved as to form by County Counsel

## L. **SOCIAL SERVICES**

- 1) Approve and authorize the Chair to sign agreement between Plumas County and the University of California, Davis; for professional training services to be provided to the Department of Social Services, Child Welfare Services staff; not to exceed \$15,810.00; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign agreement between Plumas County and the University of California, Davis; for professional training services to be provided to the Department of Social Services, Eligibility, Employment and Training staff; not to exceed \$43,477.50; approved as to form by County Counsel
- 3) Approve and authorize the Department of Social Services Director to sign agreement between Plumas County and Environmental Alternatives; for the operation of the Transitional Housing Program-Plus; the Rate for housing and supportive services is set at \$2,434.00 per month , for each of the two approved slots; approved as to form by County Counsel

3.  **UPDATE: PLUMAS COUNTY JAIL & DAY REPORTING CENTER RFP** – Paul Vlnar, CGL Companies  
Update on the progress of Plumas County Jail project.

## 4. **DEPARTMENTAL MATTERS**

### A. **FACILITY SERVICES** – Kevin Correira

Approve and authorize the Chair to sign contract between Plumas County and Bob's Janitorial, to provide custodial services for County Facilities located in Quincy; 3 year term, from August 1, 2021 to July 31, 2024; not to exceed \$551,730.00

**Direction from the Board:** Facility Services to Request Bids for the Custodial Services for County Facilities located in Quincy; to ensure transparency; draft an extension to the current contract with Bob's Janitorial during the interim of end of current contract and RFQ.

### B. **LIBRARY** – Lindsay Fuchs

- 1) Authorize supplemental budget transfer from account 20370/46070 in the amount of \$345.00 to supplemental expenditure account 20670/ 521800 Office Expense; discussion and possible action
- 2) Authorize supplemental budget transfer from account 20370/46070 in the amount of \$266.00 to supplemental expenditure account 20675/ 51020 Other Wages; discussion and possible action

**Motion:** Authorize supplemental budget transfer from account 20370/46070 in the amount of \$345.00 to supplemental expenditure account 20670/ 521800 Office Expense and Authorize supplemental budget transfer from account 20370/46070 in the amount of \$266.00 to supplemental expenditure account 20675/ 51020 Other Wages, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

C.  **PLANNING** – Tracy Ferguson

- 1) Approve and authorize Chair to sign Plumas County comment letter to the Federal Energy Regulatory Commission (FERC) regarding the Upper North Fork Feather River Hydroelectric Project, FERC Project No. 2105 New Project License; discussion and possible action

**Motion:** Approve and authorize Chair to sign Plumas County comment letter to the Federal Energy Regulatory Commission (FERC) regarding the Upper North Fork Feather River Hydroelectric Project, FERC Project No. 2105 New Project License, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Motion passed unanimously.

- 2) Authorize for the Planning Department to recruit and fill, funded and allocated, one (1) FTE Assistant Planning Director Position, due to Notification of Retirement; discussion and possible action
- 3) Authorize the Planning Department to fund both the new Assistant Planning Director hire, and the current Assistant Planning Director for a period of approximately 11 weeks; for training purposes; approximate budget increase \$22,000.00 (includes wages and benefits); discussion and possible action

**Motion:** Authorize for the Planning Department to recruit and fill, funded and allocated, one (1) FTE Assistant Planning Director Position, and fund both the new Assistant Planning Director hire, and the current Assistant Planning Director for a period of approximately 11 weeks; for training purposes; approximate budget increase \$22,000.00 (includes wages and benefits, , **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Goss.

Motion passed unanimously.

D.  **PROBATION** – Keevin Allred

Adopt **RESOLUTION** for Juvenile Coordinating Council, which restates new and revised council representatives in accordance with Welfare Institutions Code Section 749.22; discussion and possible action

**No action taken at this time** – to be continued at the July 13<sup>th</sup> 2021 meeting when Keevin Allred is available to discuss.

E.  **PUBLIC HEALTH** – Dr. Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill vacant, funded, Extra-Help Assistant Cook Position in Quincy for the Senior Nutrition Program; discussion and possible action

**Motion:** Authorize the Director of Public Health to recruit and fill vacant, funded, Extra-Help Assistant Cook Position in Quincy for the Senior Nutrition Program, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- 2) Authorize the Director of Public Health to recruit and fill, vacant, funded and allocated, 1.00 FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator; caused by resignation; discussion and possible action

**Public Health asked that this matter be removed from the agenda**

F.  **SHERIFF** – Todd Johns

- 1) Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Randy J. Vernon dba Grizzly Creek Electric Co., for electrical work and services provided from January 1, 2021 to date; contract term 01/01/2021 through 12/31/2021; not to exceed \$9,999.00; approved as to form by County Counsel, discussion and possible action

**Motion:** Approve and authorize the Chair to sign agreement between Plumas County Sheriff's Office and Randy J. Vernon dba Grizzly Creek Electric Co., for electrical work and services provided from January 1, 2021 to date; contract term 01/01/2021 through 12/31/2021; not to exceed \$9,999.00, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss. Motion passed unanimously.

- 2) Approve and Authorize the chair to sign Office of Emergency Services Designation of Applicant's Agent Resolution for Non-State Agencies, effective for three years from date of approval; discussion and possible action

**Motion:** Approve and Authorize the chair to sign Office of Emergency Services Designation of Applicant's Agent Resolution for Non-State Agencies, effective for three years from date of approval, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola. Motion passed unanimously.

G.  **COUNTY ADMINISTRATOR** – Gabriel Hydrick

- 1) Approve and authorize the County Administrator to begin the Request for Proposals (RFP) process to procure consultant services to assist in the management of the American Rescue Plan Act funds; discussion and possible action

**Motion:** Approve and authorize the County Administrator to begin the Request for Proposals (RFP) process to procure consultant services to assist in the management of the American Rescue Plan Act funds, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola. Motion passed unanimously.

- 2) Authorize the County administrator to recruit and fill 1.0 FTE Extra-Help Accounting Position for Budget Support; this position is funded by other wages; discussion and possible action

**Motion:** Authorize the County administrator to recruit and fill 1.0 FTE Extra-Help Accounting Position for Budget Support; this position is funded by other wages, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall. Motion passed unanimously.

5.  **BOARD OF SUPERVISORS**

- A. Adopt **ORDINANCE**, and waive the first reading of the attached proposed Ordinance; setting respective salaries consistent with average salary of like officials in ten comparable counties as well as set a cost of living adjustment consistent with that received by the Plumas County Board of Supervisors; discussion and possible action

**County Counsel** – Advised the Board of Supervisors that a Public Notice must be posted for 10 day minimum and a Public Hearing must be held prior to Adopting an Ordinance. This matter to be revisited during budget; No action was taken at this time.

- B.  Conduct a **PUBLIC HEARING** beginning at 1:00 PM, regarding Appeal Application of Substantial Pen order; discussion and possible action  
After testimony from both sides the Board of Supervisors adjourned to closed session.
- C. Correspondence regarding Project 2105, and the success of the Holiday festivities.  
Correspondence regarding Project 2105, and the water concerns at Lake Almanor. Concerns regarding the Recycling issues and Waste Management contracts.

Correspondence regarding Project 2105, and merchants stating that the Holiday weekend brought the best turnout in 14 years.

Correspondence regarding Project 2105, and Sierra Valley Ground Water, and correspondence with the Wildlife Services and Department of Agriculture. Correspondence with Forest Services.

Correspondence regarding 2105, and many similar item as mentioned above.

D. Report by Supervisor Goss regarding issues relating to County government and meet with constituents at the Post Office, spoke with several people that are concerned with the weather, and extreme heat.

Report by Supervisor Ceresola regarding issues relating to County government.

Report by Supervisor Thrall regarding issues relating to County government.

Report by Supervisor Hagwood regarding issues relating to County government and attended a meeting regarding the heat related weather issues, and the recycling issues.

Report by Supervisor Engel regarding issues related to County government and attended a meeting regarding the Jail Project

Chair Engel announced items to be discussed in Closed Session

## 6. **CLOSED SESSION**

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

- A. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: APN 115-065-004, Plumas County Law Library, 514 Jackson Street, Quincy
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- E. Conference with Legal Counsel: Existing litigation In Re Purdue Pharma, L.P., et al., Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) as tied to the following litigation, County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- F. Appeal discussion regarding substantial pen order for Dr. Anne Williams

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

There was no reportable action taken in closed session

## **ADJOURNMENT**

Adjourned meeting to Tuesday, July 13, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

### **MEETING MINUTES**

#### **ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY, ON JULY 8, 2021**

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.



**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.

### **STANDING ORDERS**

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

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of

people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

### **Live Stream of Meeting**

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

### **ZOOM Participation**

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

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M.



### **CALL TO ORDER/ ROLL CALL**

**Roll Call.**

**Present:** Supervisor Thrall, Supervisor Ceresola, Supervisor Goss, Supervisor Engel.  
Supervisor Hagwood



### **PLEDGE OF ALLEGIANCE**

Gabriel Hydrick leads the Pledge of Allegiance



### **PUBLIC COMMENT OPPORTUNITY**

No Public Comment at this time

### **ACTION AGENDA**

#### **1. COUNTY ADMINISTRATOR**– Gabriel Hydrick

Adopt **RESOLUTION** proclaiming a local emergency in Plumas County Due to Excessive Heat; discussion and possible action

**Motion:** Adopt **RESOLUTION No. 21-8600** proclaiming a local emergency in Plumas County Due to Excessive Heat, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.

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

**Yes:** Supervisor Ceresola, Supervisor Thrall, Supervisor Goss, Supervisor Hagwood, Supervisor Engle.

#### **“Cooling Zone” Locations:**

**Chester/ Lake Almanor:** Memorial Hall - 225 Gay St, Chester, CA

**Greenville:** Town Hall – Bidwell Street, Greenville, CA

**Quincy:** Veterans Hall – 274 Lawrence Street, Quincy, CA

**Portola:** Veterans Hall – 449 West Sierra Avenue, Portola, CA



### **ADJOURNMENT**

Adjourn meeting to Tuesday, July 13, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California.



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

## **MEETING MINUTES**

### **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 13, 2021**

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#### **STANDING ORDERS**

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

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

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

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M.

 **CALL TO ORDER/ROLL CALL**

**Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.

 **PLEDGE OF ALLEGIANCE**

Kevin Goss leads the Pledge of Allegiance

 **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

1. DIRECTOR OF EMERGENCY SERVICES SHERIFF TODD JOHNS – URGENCY ITEM TO ADD RESOLUTION RATIFYING THE PROCLAMATION OF A LOCAL EMERGENCY

**Motion:** Add this matter as an urgency item because the need for action was not apparent prior to the positing of the agenda, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Motion passed unanimously.

Adopt **RESOLUTION** Ratifying the Proclamation of a County-Wide Local Emergency due to wildfires significantly impacting communities in Plumas County; discussion and possible action **roll call vote**

**Motion:** Adopt **RESOLUTION No. 21-8601** Ratifying the Proclamation of a County-Wide Local Emergency due to wildfires significantly impacting communities in Plumas County, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.

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

**Yes:** Supervisor Ceresola, Supervisor Thrall, Supervisor Goss, Supervisor Hagwood, Supervisor Engel.

2. THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS – URGENCY ITEM TO ADD RESOLUTION PROCLAIMING TERMINATION OF THE LOCAL EMERGENCY DUE TO EXCESSIVE HEAT

**Motion:** Add this matter as an urgency item because the need for action was not apparent prior to the positing of the agenda, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

Motion passed unanimously.

Adopt **RESOLUTION** proclaiming termination of the local emergency due to excessive heat; discussion and possible action **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 21-8602** proclaiming termination of the local emergency due to excessive heat, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Engel.

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

**Yes:** Supervisor Ceresola, Supervisor Thrall, Supervisor Goss, Supervisor Hagwood, Supervisor Engel.

 **PUBLIC COMMENT OPPORTUNITY**

George leads prayer.

 **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Sheriff Todd Johns provides an update on Beckworth Complex fire evacuations and repopulation.

**ACTION AGENDA****1.  PUBLIC HEALTH AGENCY** – Dr. Dana Loomis

Report and update on COVID-19; receive report and discussion (Handout)

**2.  CONSENT AGENDA**

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

**Motion:** Approve the following consent agenda matters, as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

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

**Yes:** Supervisor Ceresola, Supervisor Thrall, Supervisor Goss, Supervisor Hagwood, Supervisor Engel.

**A. AUDITOR CONTROLLER**

Approve and authorize the Chair to sign one year addendum to agreement between Plumas County and Smith & Newell CPA's, for auditing services of fiscal records for fiscal year ending June 30, 2021; not to exceed \$62,970.00; approved as to form by County Counsel

**B. BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Indian Valley Chambers of Commerce for the Annual Gold Digger Parade, July 17, 2021 and the Annual Veterans Day Parade November 11, 2021)

**C. COUNTY COUNSEL**

- 1) Approve and authorize the Chair to sign agreement between Plumas County and Bob McIlroy, Attorney at Law, for representation of conservatees in Public Guardian / Conservator cases; compensation at \$1,150.00 monthly, effective from July 1, 2021 through June 30, 2022; approved as to form by County Counsel
- 2) Authorize the County Counsel to Assign the Paralegal/Office Manager/Small Claims Advisor (Paralegal III classification, Confidential Unit) to Work a Flex Work Schedule

**D. PUBLIC WORKS**

Approve and authorize the Chair to sign Contract Amendment No. 7 between Plumas and MGE Engineering Inc., for "On Call" Civil Engineering services for transportation improvement projects; not to exceed \$86,598.91; approved as to form by County Counsel

**E. SHERIFF**

Approve and authorize the Chair to sign annual amendment to the Cooperative Law Enforcement Agreement between Plumas County and the U.S. Department of Agriculture, Forest Service; \$16,000.00 in reimbursement to the Sheriff's Department for services provided; approved as to form by County Counsel

### 3) DEPARTMENTAL MATTERS

#### A. ELECTIONS – Marcy DeMartille

Adopt **RESOLUTION** authorizing Plumas County Clerk to conduct a special tax election for the Long Valley Community Service District, consolidated with the Uniform District Election November 2, 2021; discussion and possible action **roll call vote**

**Motion:** Adopt **RESOLUTION No. 21-8603** authorizing Plumas County Clerk to conduct a special tax election for the Long Valley Community Service District, consolidated with the Uniform District Election November 2, 2021, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

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

**Yes:** Supervisor Ceresola, Supervisor Thrall, Supervisor Goss, Supervisor Hagwood, Supervisor Engel.

#### B. PROBATION – Keevin Allred

Continued from meeting held on 07/06/2021 -Adopt **RESOLUTION** for Juvenile Coordinating Council, which restates new and revised council representatives in accordance with Welfare Institutions Code Section 749.22; discussion and possible action **roll call vote**

**Motion:** Adopt **RESOLUTION No.21-8604** for Juvenile Coordinating Council, which restates new and revised council representatives in accordance with Welfare Institutions Code Section 749.22, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

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

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

#### C. PUBLIC WORKS – John Mannle

- 1) Authorize Public Works/Road Department to recruit and fill, funded and allocated, 1.0 FTE Maintenance Worker for the Chester Maintenance District; Discussion and possible action
- 2) Authorize Public Works/Road Department to recruit and fill, funded and allocated, 1.0 FTE Maintenance Worker for the Quincy Maintenance District; Discussion and possible action

**Motion:** Authorize Public Works/Road Department to recruit and fill, funded and allocated, 1.0 FTE Maintenance Worker for the Chester Maintenance District, and recruit and fill, funded and allocated, 1.0 FTE Maintenance Worker for the Quincy Maintenance District, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

Motion passed unanimously.

- 3) Update for Spanish Ranch Road Project; request the Board to approve and authorize the Director of Public Works to sign Contract Change order No. 5 (CCO #5); not to exceed \$29,226.28; approved as to form by County Counsel; discussion and possible action

**Motion:** approve and authorize the Director of Public Works to sign Contract Change order No. 5 (CCO #5); not to exceed \$29,226.28, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

- 4) Authorize no contact payment to The Door Company for \$3,372.00, for urgent repair services completed in October 2020; discussion and possible action

**Motion:** Authorize no contact payment to The Door Company for \$3,372.00, for urgent repair services completed in October 2020, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

D.  **SHERIFF** – Todd Johns

- 1) Authorize the Sheriff to continue to obtain surplus property from the Department of Defense (D.O.D.)(excess personal property) program; discussion and possible action

**Motion:** Authorize the Sheriff to continue to obtain surplus property from the Department of Defense (D.O.D.) (excess personal property) program, **Action:** Approve, **Moved by** Supervisor Engel **Seconded by** Supervisor Hagwood  
Motion passed unanimously.

- 2) Authorize no contact payment to Downtown Barber Shop for \$667.00, for inmate haircuts in the months of April and May 2021, prior to executed contract; discussion and possible action

**Motion:** Authorize no contact payment to Downtown Barber Shop for \$667.00, for inmate haircuts in the months of April and May 2021, prior to executed contract, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

Motion passed unanimously.

4) **BOARD OF SUPERVISORS**

- A. 10:00 A.M. **PUBLIC HEARING:** Pursuant to Ordinance No. 16-1100 regarding “Outdoor Festivals” consider application received for outdoor music festival(s) events to be held in Belden Town, CA:

- **Soul Camp – August 6<sup>th</sup> through August 8<sup>th</sup> , 2021**
- **For the Funk of It – August 13<sup>th</sup> through August 15<sup>th</sup> , 2021**  
Discussion and possible action. **Roll call vote**

**Motion:** Approve application received for outdoor music festival(s) events to be held in Belden Town, CA, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

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

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

- B. Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit for the following Outdoor Festivals at the Belden Resort: (Soul Camp, August 6<sup>th</sup> - 8<sup>th</sup>, 2021, For the Funk of it, August 13<sup>th</sup> – 15<sup>th</sup> , 2021); discussion and possible Action

**Motion:** Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit for the following Outdoor Festivals at the Belden Resort: (Soul Camp, August 6<sup>th</sup> -8<sup>th</sup>, 2021, For the Funk of it, August 13<sup>th</sup> – 15<sup>th</sup> , 2021); **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously

- C. Appoint Dennis J. Speciale and George Grams to the Chester Cemetery District Board; Discussion and possible action

**Motion:** Appoint Dennis J. Speciale and George Grams to the Chester Cemetery District Board, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Goss.

Motion passed unanimously.

- D. Correspondence with Supervisor Ceresola regarding the fires in his District, and other constituents within the County regarding the Beckworth Complex Fire

Correspondence regarding the opposition to the PG&E project 2105

Correspondence regarding Sierra Valley Ground Water service

Correspondence regarding the opposition of building of cell towers, excessive speeding on Main Street, Quincy Cemetery District, recycling and FERC

- E. Report by Supervisor Goss regarding issues relating to County government and meeting with NorCal EMS, Behavioral health Commission
- Report by Supervisor Thrall regarding issues relating to County government and meeting with EMCC, Excessive Heat Event meeting, LAFCo,
- Report by Supervisor Ceresola regarding issues relating to County government and meetings with VFD, and Forest Services
- Report by Supervisor Hagwood regarding issues relating to County government and meetings with LAFCo, Public Health, Behavioral Health Commission
- Report by Supervisor Engel regarding issues relating to County government and meeting regarding the Jail Project

## **1:00 AFTERNOON SESSION**

- 5)  **PUBLIC WORKS SOLID WASTE DIVISION** – John Mannle

1:00 P.M. **PUBLIC HEARING**: To receive a report and recommendation from Public Works Solid Waste Division pertaining to the mandatory use of waste-wheelers" as it pertains to Solid Waste franchise contractors residential customers; consideration of proposed amendment to County Code Section 6-10.108; discussion and possible action

No action taken at this time – Continued to July 20<sup>th</sup>, 2021

- 6)  **CLOSED SESSION**

The Jeff Engel, Board of Supervisors Chair announced the Items to be discussed in Closed Session

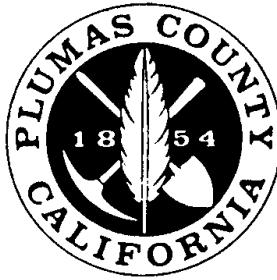
- A. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding Plumas County Properties, Assessor's Parcel No. 025-050-045.
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020
- E. Further discussion regarding substantial pen order for Dr. Anne Williams and approval of proposed order

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

No reportable action to report in Closed Session

### **ADJOURNMENT**

Adjourned meeting to Tuesday, July 20, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

### **MEETING MINUTES**

#### **ADJOURNED EMERGENCY MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 21, 2021**

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California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent

as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

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Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

2:00 P.M.



#### **CALL TO ORDER/ROLL CALL**

**Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.



#### **PLEDGE OF ALLEGIANCE**

Sheriff Todd Johns leads the Pledge of Allegiance



#### **PUBLIC COMMENT OPPORTUNITY**

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

#### **ACTION AGENDA**



#### **COUNTY ADMINISTRATOR**– Gabriel Hydrick

1. Approve and authorize the Auditor/ Controller to set up a Disaster Fund; Appropriate up to \$100,000.00 from the Contingency Fund into said disaster fund, for purchases of services, equipment and supplies needed during the Emergency situation of the Dixie Fire; discussion and possible action

#### **Four/ Fifths Roll call vote**

**Motion:** Approve and authorize the Auditor/ Controller to set up a Disaster Response Fund 0022; Appropriate up to \$100,000.00 from the Contingency fund into said disaster fund, for purchases of services, equipment and supplies needed during the Emergency Situation of the Dixie Fire, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

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

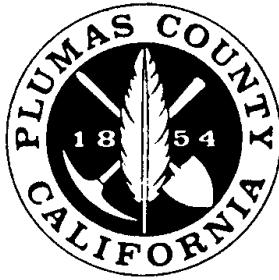
**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

2. Adopt a **RESOLUTION** Delegating Emergency Contracting Authority to the County Purchasing Agent pursuant to Government Code section 25502.7 and relating to the Dixie Fire; for unforeseen costs and purchases resulting from the fire; costs may be reimbursable by FEMA at a later date; discussion and possible action

**Motion:** Adopt a RESOLUTION Delegating Emergency Contracting Authority to the County Purchasing Agent pursuant to Government Code section 25502.7 and relating to the Dixie Fire; for unforeseen costs and purchases resulting from the fire; costs may be reimbursable by FEMA at a later date, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.  
**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).  
**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

**ADJOURNMENT**

Adjourned meeting to Tuesday, August 3, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California.



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

### **MEETING MINUTES**

#### **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 20, 2021**

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### **STANDING ORDERS**

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

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

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

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

#### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M.



### CALL TO ORDER/ROLL CALL

**Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Engel, Supervisor Goss, Supervisor Ceresola.



### PLEDGE OF ALLEGIANCE

Charles White leads the Pledge of Allegiance.



### ADDITIONS TO OR DELETIONS FROM THE AGENDA

1. DIRECTOR OF EMERGENCY SERVICES SHERIFF TODD JOHNS – URGENCY ITEM TO ADD RESOLUTION RATIFYING THE PROCLAMATION OF A LOCAL EMERGENCY

**Motion:** Add this matter as an urgency item because the need for action was not apparent prior to the posting of the agenda, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

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

**Yes:** Supervisor Ceresola, Supervisor Thrall, Supervisor Goss, Supervisor Hagwood, Supervisor Engel.

2. Adopt **RESOLUTION** Ratifying the Proclamation of a County-Wide Local Emergency due to Dixie Fire significantly impacting communities in Plumas County; discussion and possible action **roll call vote**

**Motion:** Adopt **RESOLUTION No. 21-8605** Ratifying the Proclamation of a County-Wide Local Emergency due to Dixie Fire significantly impacting communities in Plumas County, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

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

**Yes:** Supervisor Ceresola, Supervisor Thrall, Supervisor Goss, Supervisor Hagwood, Supervisor Engel.



### PUBLIC COMMENT OPPORTUNITY

No public comment at this time.



### DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

#### Sheriff Todd Johns

- updates the Board of Supervisors regarding the Hazmat situation in Portola
- updates on the Dixie Fire, evacuations, evacuation centers, and topography issues.

For more information on Dixie Fire please use the following numbers: (530) 592-0838 or (530) 538-7826

#### Dr. Dana Loomis

- Updates on Plumas hospital closure due to power outages

#### Gabriel Hydrick

- updates regarding evacuations shelters opening and occupancy information in the last 24 hours

#### John Mannle

- Updates on the fire damage regarding bridge.

## ACTION AGENDA

1.  **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis  
Report and update on COVID-19; receive report and discussion

2.  **CONSENT AGENDA**

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

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Thrall.

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

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

**A. BUILDING SERVICES**

Authorize supplemental budget transfer of \$8,130.00 from Abandoned Vehicle Abatement fund balance to Vehicle Abatement Professional Service

**B. FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign a Contract Amendment between Plumas County Facility Services and Skyline Home Improvement for additional dry-rot repairs to the roof at the Greenville Library; approved as to form by County Counsel
- 2) Approve and authorize the Chair to contract amendment between Plumas County Facility Services and Bob's Janitorial Service; services to be extended during the bidding process to September 30, 2021; not to exceed contract total \$209,178.34

**C. INFORMATION TECHNOLOGY**

Approve and authorize the Chair to sign annual agreement renewal between Plumas County and Megabyte Systems Inc.; for Megabyte Property tax software maintenance; approved as to form by County Counsel

**D. PROBATION**

Approve and authorize the Chair to sign Service Agreement between Plumas County Probation Department and Plumas Rural Services to facilitate the 52 week Domestic Violence Program, per Penal Code 1203.097; not to exceed \$22,500.00; approved as to form by County Counsel

**E. PUBLIC HEALTH**

Approve and authorize the Chair to sign the annual Certificates of Compliance for the Veterans County Subvention Program and the Medi-Cal Cost Avoidance Program for FY 2021/2022 form the California Department of Veterans Affairs

**F. PUBLIC WORKS**

- 1) Approve and authorize the Chair to sign Contract Amendment No. 8 between Plumas and MGE Engineering Inc., for "On Call" Civil Engineering services for Transportation Improvement Projects, for the "Belden Town Bridge Painting Project"; not to exceed \$15,591.08; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Contract Amendment No. 9 between Plumas and MGE Engineering Inc., for "On Call" Civil Engineering services for Transportation Improvement Projects, for the "Dyson Lane Bridge Painting Project"; not to exceed \$15,591.08; approved as to form by County Counsel

G. **SHERIFF**

Authorize no contract payment to Driveline and Gear Service, for repair services to vehicle's the local vendor was unable to do; invoices not to exceed \$1,350.90



**Cromberg Rehabilitation Project** - Clint Burkenpas, Caltrans Project Manager  
Called in to reschedule for another time –when he can address the Board in person

3. **DEPARTMENTAL MATTERS**

A. **AUDITOR/ CONTROLLER** – Roberta Allen

Authorize Auditor/ Controller to recruit and fill funded and allocated, 1.0 FTE Assistant Auditor/ Controller, due to retirement notification; request approval of up to a 9 month training overlap to allow for sufficient training due to specialized field; discussion and possible action

**Motion:** Authorize Auditor/ Controller to recruit and fill funded and allocated, 1.0 FTE Assistant Auditor/ Controller, due to retirement notification; approval of up to a 9 month training overlap to allow for sufficient training due to specialized field, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

B. **LIBRARY** – Lindsay Fuchs

Authorize Librarian to recruit and fill vacant, Extra Help Courier position, created by resignation; funded by other wages; discussion and possible action

**Motion:** Authorize Librarian to recruit and fill vacant, Extra Help Courier position, created by resignation; **Action:** Adjourn, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.  
Motion passed unanimously.

C. **PUBLIC HEALTH** – Dr. Dana Loomis

1) Authorize the Director of Public Health to recruit and fill two Extra Help, Part Time Youth Prevention Advisors, funded by other Public Health Agency Programs; discussion and possible action

**Motion:** Authorize the Director of Public Health to recruit and fill two Extra Help, Part Time Youth Prevention Advisors, funded by other Public Health Agency Programs; 1.0 FTE Management Analyst I/II, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Goss.  
Motion passed unanimously.

2) Authorize the Director of Public Health to recruit and fill, funded and allocated; 1.0 FTE Management Analyst I/II; position has be vacant since June 25, 2021; discussion and possible action

**Motion:** Authorize the Director of Public Health to recruit and fill, funded and allocated ; 1.0 FTE Management Analyst I/II. **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

D. **PUBLIC WORKS** – John Mannle

Authorize no contract payment to Aero-tech mapping for new aerial photography and computer-generated mapping to assist Federal Lands Highway Division in preliminary planning and improvements to future project; not to exceed \$6,800.00; discussion and possible action

**Motion:** Authorize no contract payment to Aero-tech mapping for new aerial photography and computer-generated mapping to assist Federal Lands Highway Division in preliminary planning and improvements to future project; not to exceed \$6,800.00, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Hagwood.

Motion passed unanimously.

E.  **COUNTY ADMINISTRATOR**

Update regarding Public Cooling Zones, due to the excessive heat forecasted; discussion and possible direction regarding criteria for the County initiating heating and cooling centers

4. **BOARD OF SUPERVISORS**

A. **CORRESPONDENCE**

Correspondence regarding Beckworth Complex and the Dixie Fire, and evacuations.

Correspondence regarding Beckworth Complex and the Dixie Fire, and evacuations.

Correspondence regarding County recycling programs, project 2105, County Fires and evacuations.

Correspondence regarding Project 2105 the fires in the County, and Fire response.

Correspondence regarding Project 2105, and FERC

B. **INFORMATIONAL ANNOUNCEMENTS**

Report by Supervisor Thrall regarding issues relating to County government and include the Transportation Commission, Seneca Hospital Project, and the Abandoned Vehicle Abatement meeting.

Report by Supervisor Goss regarding issues relating to County government and include the Abandoned Vehicle Abatement meeting.

Report by Supervisor Hagwood regarding issues relating to County government and include the Bucks Lake Homeowner Association Meeting, Transportation Commission, and Community Development Commission.

Report by Supervisor Ceresola regarding issues relating to County government and include the Sierra Groundwater Management District, Fire Department meeting. Also, met with Chris Carlson with the Fire Service

Report by Supervisor Engel regarding issues relating to County government and include Transportation Commission, and the Community Development commission. (Jail project meeting was canceled)

1:00 P.M. **AFTERNOON SESSION**

5.  **PUBLIC WORKS - SOLID WASTE DIVISION** – John Mannle

A. **Time Certain Public Hearing at 1:00 P.M.:** Receive a report and recommendations from the Department of Public Works Solid Waste Division pertaining to the proposed rate increase of 7.29% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Chester, Greenville, and LaPorte) located in Franchise Area No. 1, operated by Franchise Contractor USA Waste of California, Inc., dba Feather River Disposal.

B. Consider Adoption of proposed **RESOLUTION** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Quincy, Chester, Greenville, and LaPorte; Franchise Contractor Service Area No. 1, (rate increase of 7.29%); discussion and possible action **Roll call vote**

**Motion:** Adopt RESOLUTION establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Quincy, Chester,

Greenville, and LaPorte; Franchise Contractor Service Area No. 1, (rate increase of 7.29%); , **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola.  
**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).  
**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Thrall.  
**Absent:** Supervisor Hagwood.

6.  **CLOSED SESSION**

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

- A. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020
- B. Conference with Legal Counsel: Existing litigation – County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

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

There was no reportable action taken in closed session

**ADJOURNMENT**

Adjourned meeting to Tuesday, August 03, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



## **BOARD OF SUPERVISORS**

Dwight Ceresola, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Greg Hagwood, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

### **MEETING MINUTES**

#### **ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 27, 2021**

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.



**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.

### **STANDING ORDERS**

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

California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic.

Pursuant to the Executive Order, and the Governor's temporary partial exemptions to the Brown Act, and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may

attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to the Governor's temporary, partial exemption to the Brown Act, the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

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

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Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

10:00 A.M.



### **CALL TO ORDER/ ROLL CALL**

**Roll Call.**

**Present:** Supervisor Hagwood, Supervisor Thrall, Supervisor Ceresola, Supervisor Goss, Supervisor Engel.



### **PLEDGE OF ALLEGIANCE**

Supervisor Dwight Ceresola leads the Pledge of Allegiance.



### **PUBLIC COMMENT OPPORTUNITY**

Rose Buzzetta commented on the mail and garbage suspension due to the fire evacuations.



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

**SUPERVISOR ENGEL - URGENCY ITEM TO ADD (1) RESOLVE THE SUSPENDED SERVICES PROVIDED BY WASTE MANAGEMENT DURING COUNTY WIDE EMERGENCY RELATING TO THE DIXIE AND FLY FIRE; (2) RESOLVE THE TECHNICAL ISSUES REGARDING THE LOSS OF VERISON TELECOMMUNICATIONS SERVICE DURING THE COUNTY WIDE EMERGENCY RELATING TO THE DIXIE AND FLY FIRE (3) RESOLVE THE SUSPENDED SERVICES OF MAIL DELIVERY BY THE UNITED STATES POSTAL SERVICE**

**Motion:** Determine that an Emergency situation exists and add the following Urgency Items to the Agenda (1) To address and resolve the suspended waste removal in jurisdictions serviced by Waste Management; (2) To address and resolve the Telecommunication outage and the loss of infrastructure with Verison due to the Fire, during a County -Wide Emergency relating to the Dixie, and Fly Fires (3) To Address the suspended Delivery Service in three quarters of the County by the U.S Postal Service , **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Ceresola.

 Proceeding a brief discussion – Sheriff Todd Johns gave an update on the Telecommunication Verison loss of backhaul capability;

- Approve and authorize the temporary use Plumas Sierra Telecommunications facilities on Radio Hill

Sheriff Todd Johns gave an update regarding ongoing plans. He also reviewed procedure and protocols regarding the process regarding mandated evacuations.

- Supervisor Engel spoke with the Director of Public Works; a meeting is scheduled and in process between The Director of Public Works and Waste Management; Public Works and County Counsel to work together to provide a solution; discuss Possible ways of opening Solid Waste Transfer Stations
- Marcy DeMartile – has had communication with the U.S. Postal Service Area Representative and will follow up with them

**Motion:** Approve and authorize the temporary use of Plumas Sierra Telecommunications facilities on Radio Hill, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Ceresola. Motion passed unanimously.

## ACTION AGENDA

1.  **COUNTY ADMINISTRATOR**– Gabriel Hydrick

- a) Adopt **RESOLUTION** Ratifying the Proclamation of a County-Wide Local Emergency due to the Fly Fire significantly impacting communities in Plumas County; discussion and possible action; **roll call vote**

**Motion:** Adopt RESOLUTION Ratifying the Proclamation of a County-Wide Local Emergency due to the Fly Fire significantly impacting communities in Plumas County, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

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

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

### **Public Comment: Update from Cal-Fire Section Chief**

- b)  Adopt **RESOLUTION** Ratifying the Plumas County Health Officer's Declaration of Local Health Emergency – Beckwourth Complex Fire, Dixie Fire and Fly Fire; discussion and possible action; **roll call vote**

**Motion:** Adopt RESOLUTION Ratifying the Plumas County Health Officer's Declaration of Local Health Emergency – Beckwourth Complex Fire, Dixie Fire and Fly Fire, **Action:** Approve, **Moved by** Supervisor Godd, **Seconded by** Supervisor Hagwood.

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

**Yes:** Supervisor Ceresola, Supervisor Engel, Supervisor Goss, Supervisor Hagwood, Supervisor Thrall.

Sheriff Todd Johns gave an update regarding Verison Telecommunications issues. Reviewed procedure and protocols regarding the process regarding mandated evacuations.

## **ADJOURNMENT**

Adjourned meeting to Tuesday, August 3, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California.



OFFICE OF THE  
**COUNTY COUNSEL**  
 COUNTY OF PLUMAS  
 Plumas County Courthouse  
 520 Main Street, Room 302  
 Quincy, California 95971-9115  
 Phone: (530) 283-6240 Fax: (530) 283-6116

GRETCHEN STUHR  
 COUNTY COUNSEL  
 SARA G. JAMES  
 DEPUTY COUNTY COUNSEL  
 JOSHUA BRECHTEL  
 DEPUTY COUNTY COUNSEL  
 KRISTINA ROGERS  
 PARALEGAL

July 14, 2021

**INTEROFFICE MEMORANDUM**

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** Gretchen Stuhr, *Plumas County Counsel*

A handwritten signature of Gretchen Stuhr in black ink.

**SUBJECT:** Resolution Amending Resolution No. 20-8543 Approving Conflict of Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County

The Plumas County Board of Supervisors is designated the code reviewing body of all local agencies' *Conflict of Interest Code*. No newly adopted or amended Resolution is effective until approved by the code reviewing body.

**Background:**

The Political Reform Act of 1974 requires every local government agency to have a "Conflict of Interest Code" and review it each even-numbered year. The Conflict of Interest Code designates positions required to file Statements of Economic Interests (Form 700), and assigns disclosure categories specifying the types of interests to be reported. Pursuant to Government Code Section 87306.5, notification that the Conflict of Interest Codes need to be reviewed to determine if they are accurate or if changes are needed were mailed to all special districts in Plumas County.

**Proposal and Action:**

The Plumas County Counsel respectfully requests that the Governing Board, Board of Supervisors, adopt the attached Resolution Approving conflict of interest codes adopted or amended by local districts and agencies in Plumas County. The previous Resolution No. 20-8543 was adopted on December 8, 2020. Since that time, we have received a few more conflict of interest resolutions from districts that had not previously submitted, so we are amending to include those local districts and/or agencies.

**END OF MEMORANDUM**

[SAForms\1 BOS Memo Master 20181105 color seal.doc]

Plumas County, California

**RESOLUTION NO. 21 - \_\_\_\_\_**

**A RESOLUTION AMENDING RESOLUTION NO. 20-8543 APPROVING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY.**

**WHEREAS,**

- A. The state Political Reform Act, in pertinent part commencing at Government Code section 87100 et seq., requires each local district and agency in a county to review, adopt or amend its own conflict of interest code every two years; and,
- B. Government Code section 87303 provides that each such conflict of interest code is to be reviewed and approved by the county's "code reviewing body," which, for the County of Plumas, is the Board of Supervisors,

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

1. The conflict of interest codes adopted or amended by local districts and agencies within Plumas County have been reviewed by the Office of County Counsel, acting at the direction of the code reviewing body, and those districts and agencies in compliance are listed on Appendix "A" of the attachment to this resolution.
2. Local districts and agencies which have yet to comply are listed on Appendix "B" of the attachment to this resolution.
3. Local districts and agencies which have not yet complied are ordered to comply as soon as possible, or a conflict of interest code may be adopted for them, either by the code reviewing body or by the Fair Political Practices Commission.

The foregoing resolution was adopted on August 3, 2021, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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Chair, Board of Supervisors

**ATTEST:**

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Heidi Putnam, Clerk of the Board

## APPENDIX "A"

### RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2020

#### Compliant Districts:

1. Almanor Recreation & Park District
2. American Valley Community Services District
3. Beckwourth Fire Protection District
4. Central Plumas Recreation & Park District
5. Chester Cemetery District
6. Chester Public Utility District - Fire
7. Eastern Plumas Rural Fire
8. Feather River Community College District
9. Feather River Resource Conservation District
10. First 5 Plumas County Children & Families Commission
11. Gold Mountain Community Services District
12. Graeagle Community Services District
13. Graeagle Fire Protection District
14. Grand Jury
15. Greenhorn Creek Community Services District
16. Greenville Cemetery District
17. Grizzly Lake Community Services District
18. Grizzly Ranch Community Services District
19. Hamilton Branch Community Services District
20. Hamilton Branch Fire District
21. Johnsville Public Utility District
22. La Porte Fire Protection District
23. Last Chance Creek Water District
24. Long Valley Community Services District
25. Meadow Valley Cemetery District
26. Meadow Valley Fire Protection District
27. Mohawk Valley Cemetery District
28. Peninsula Fire Protection District
29. Plumas County Office of Education
30. Plumas Eureka Community Services District
31. Plumas LAFCO
32. Plumas Unified School District
33. Portola Cemetery District
34. Quincy Fire Protection District
35. Sierra Valley Fire Protection District
36. Taylorsville Cemetery District

## APPENDIX "B"

### RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2020

#### Non-Compliant Districts:

1. "C" Road Community Services District
2. Clio Public Utility District
3. Crescent Mills Cemetery District
4. Crescent Mills Fire District
5. Cromberg Cemetery District
6. Eastern Plumas Health Care District
7. Eastern Plumas Recreation and Park District
8. Feather River Canyon Community Services
9. Indian Valley Community Services District
10. Indian Valley Recreation and Park District
11. Plumas District Hospital
12. Prattville-Almanor Fire District
13. Quincy Community Services District
14. Quincy/LaPorte Cemetery District
15. Seneca Healthcare District
16. West Almanor Community Services District
17. Whitehawk Ranch Community Services District



# Plumas County Environmental Health

2D

270 County Hospital Road, Ste. 127, Quincy CA 95971  
Phone: (530) 283-6355 ~ Fax: (530) 283-6241

---

Date: July 20, 2021

To: Honorable Board of Supervisors

From: Rob Robinette, Interim Director 

Agenda: Consent Agenda Item for August 2, 2021

Subject: Request Database Software Agreement Renewal

**Recommendation:**

Approve the renewal of a modified License and Support Agreement with Accela to allow continued use of the Envision database software by Environmental Health, and authorize the Board Chair and the Interim Director of Environmental Health, to sign the agreement.

**Background and Discussion:**

For more than twenty years, Environmental Health has utilized the Envision database software for regulated inventory, compliance tracking, and fiscal management. If approved by the Board, the renewal agreement would facilitate the continued use of the database in the 21-22 fiscal year, with a change from a twelve-month payment schedule to a single annual payment. The proposed FY 21-22 budget includes funds to continue the use of the Envision database software with a net annual increase of less than \$60.

The FY 21-22 Accela agreement was approved as to form by Plumas County Counsel.

The 2009 agreement with Decade Software was approved on or about July 2009. A copy is attached for your reference. NOTE: The Decade Software company was acquired by Accela in 2014.

If you have any questions, please contact me at 283-6593, Thank you.

cc: Gabriel Hydrick, County Administrative Officer  
Joshua Brechtel, Deputy County Counsel

Attachments: 2009 Envision Software Agreement



2633 Camino Ramon, Suite 500  
San Ramon, CA, 94583

Proposed by: Caitlin Carter  
Contact Phone:  
Contact Email: ccarter@accela.com  
Quote ID: Q-22700  
Valid Through: 5/9/2021  
Currency: USD

## Renewal Order Form

### Address Information

**Bill To:**

Plumas, CA - County of  
520 Main St Suite 205  
Quincy, California 95971  
United States

**Ship To:**

Plumas, CA - County of  
520 Main St Suite 205  
Quincy, California 95971  
United States

Billing Name: Rob Robinette  
Billing Phone: 530-283-6355  
Billing Email: robrobinette@countyofplumas.com

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ASP Hosting Flat Fee Per Agency	Year 1	7/1/2021	6/30/2022	12	\$3,841.53	1	\$3,841.53
ASP Hosting Per Inspector License and Support Fee	Year 1	7/1/2021	6/30/2022	12	\$325.51	4	\$1,302.04
EnvisionConnect License and Support Fee	Year 1	7/1/2021	6/30/2022	12	\$1,107.66	4	\$4,430.65
<b>TOTAL:</b>							<b>\$9,574.22</b>

**Pricing Summary**

Period	Net Total
Year 1	\$ 9,574.22
<b>Total</b>	<b>\$ 9,574.22</b>

**Renewal Terms/Information:**

General Information	
Governing Agreement(s)	<p>This Order Form will be governed by the Plumas County Environmental Health Department License and Support Agreement fully executed on 8/11/2009.</p> <p>Attached hereto as Exhibit A</p>

Order Terms	
Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"><li>• Software Licenses &amp; Subscriptions start on the date of delivery by Accela;</li><li>• Hosting and Support start on Accela's delivery of the software hosted and/or supported.;</li></ul>
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"><li>• Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.</li><li>• Any Software Licenses or Hardware are one-time, non-refundable purchases.</li><li>• Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li><li>• Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.</li></ul>
Special Order Terms	<p>This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form.</p> <ul style="list-style-type: none"><li>• In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.</li><li>• For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.</li></ul>

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	Invoice must be issued on or after 7/1.

Purchase Order	If Customer requires PO number on invoices, it <b>must</b> be provided below and Customer <b>must</b> provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

### Signatures

**Accela, Inc.**

**Customer**

Signature:

Signature:

Print Name:

Print Name:

Rob Robinette

Title:

Title:

Interim Director of Environmental Health

Date:

Date:

### ATTEST:

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

Name: Heidi Putnam

Title: Clerk of the Board of Supervisors

Date signed:

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

Jeff Engel, Chair

Board of Supervisors

Date signed: \_\_\_\_\_

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

7/20/2021

EXHIBIT A



**Decade Software Company, LLC**

Plumas County Environmental Health  
Department

License and Support Agreement

Agreement Number

Revision 1.0

07/20/2009

Signed contract must be returned, to Decade by Client, within 30 days of receipt. In the event signed contract is not received by Decade within 30 days of Client receipt, prices and terms contained herein are subject to increase.

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## LICENSE AND SUPPORT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BETWEEN:

DECADE SOFTWARE COMPANY, LLC. ("Decade") with principal place of business at 4201 West Shaw Avenue, Suite #102, Fresno, California 93722, and the Plumas County Environmental Health Department (hereinafter "Client") with principal place of business at 270 County Hospital Road, Suite 127, Quincy, CA 95971.

WHEREAS Decade is the developer and owner of a certain set of software products marketed using the trade name Envision/EnvisionConnect;

AND WHEREAS Client desires to obtain from Decade a revocable, non-exclusive, non-sublicensable and non-transferable license for the Plumas County Environmental Health Department to use Decade's Licensed Programs and services;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

## Appendices

The following appendices are attached to form part of this Agreement:

Appendix	Description
Appendix A	Volumes, Prices, and Payment Schedule for License Fees
Appendix B	Dates and Term
Appendix C	Professional Services Rates
Appendix D	Third Party Software

In the event of a conflict between the main body of the Agreement and an Appendix to the Agreement, the terms of the Appendix shall prevail.

## Definitions

Agreement. The agreement set forth in this document

Licensed Materials. The term "Licensed Materials" shall mean computer programs, in object form, and all related documentation and materials provided to Client under the terms of this Agreement. Licensed Materials shall not include Decade Source Code.

Licensed Programs. The term "Licensed Programs" shall mean the object code version of the software, as well as all updates, enhancements and releases. Licensed Programs are a sub-set of the Licensed Materials.

Decade Source Code. The term "Decade Source Code" shall mean a full source language statement of the programs owned by Decade used to prepare the Licensed Programs, including any updates, enhancements, revisions and modifications thereto that are provided to Client under this Agreement. Decade Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.

Effective Date. The term "Effective Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.

Anniversary Date. The term "Anniversary Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.

Version. The term "Version" shall mean an issue of Licensed Programs, which has been made available to the Client.

Professional Service Request (PSR). The term "PSR" shall mean the document and process required to authorize professional services which are outside of those agreed to in Appendix C, Professional Services.

EnvisionConnect. The term EnvisionConnect shall mean the trade name for the Licensed Programs provided under this Agreement as described in Appendix A.

Inspector. The term "Inspector" shall mean a Client staff member whose job function requires fifty percent (50%) or more time spent conducting field activities such as inspections or investigations.

## License

Decade hereby grants to Client, and Client hereby accepts from Decade, subject to the terms and conditions of this Agreement, a revocable, non-exclusive, non-sublicensable and, non-transferable license ("License") to use the Licensed Materials solely for its own use. The License shall be restricted for use with one (1) production server database with a single set of master code tables.

The License also authorizes Client to maintain a back up copy of the Licensed Programs for use with databases for back up and testing purposes only. Client agrees to maintain appropriate records on the quantity and location of all such copies, and produce same on demand by Decade. Client agrees to include the Decade copyright notice on all copies, in whole or in part, of any form. Client agrees to receive prior written approval from Decade before copying any portion of the Licensed Programs for any other purpose, which Decade may, at its sole and unfettered discretion, grant or not grant

Client may not assign, sublicense or otherwise transfer, in whole or in part, the License, the Licensed Materials, this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Decade.

Client agrees to not allow access to the Licensed Programs to any third party without written permission from Decade.

## Ownership

Decade is the lawful owner or licensee of all proprietary rights whatsoever in the Licensed Materials including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, the Client pursuant to this Agreement are, and remain the property of Decade. No rights in the Licensed Materials are granted to anyone other than those set forth in this Agreement. The Client shall use its commercially reasonable best efforts to prevent any violations of Decade's property rights in the Licensed Materials and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, encumber or otherwise transfer the Licensed Materials or use the Licensed Materials for the processing of data for others, except as provided herein.

The Client shall have no right to modify, enhance or otherwise change the Licensed Materials in any way without the prior written consent of Decade. However the Client may merge the Licensed Materials into other materials to form a system, provided that upon termination of the License granted by this Agreement, the Licensed Materials will be completely removed from the system and treated as though permission to merge had never been granted. Use of the Licensed Materials in a system shall remain subject to all other terms of this Agreement.

The Licensed Materials and all other data or materials supplied by Decade to Client are confidential and proprietary to Decade, protected by law and of substantial value to Decade, and their use and disclosure must be carefully and continuously controlled.

The Licensed Materials and the Decade Source Code are protected by the Copyright Laws of the United States.

All logos, trademarks and trade names of Decade are proprietary to Decade and may only be used as authorized in writing by Decade.

Client shall keep all property of Decade free and clear of all claims, liens and encumbrances.

Client shall notify Decade immediately of the unauthorized possession, use or knowledge of any item supplied to Client pursuant of this Agreement.

In the event Client breaches or attempts to breach any of the provisions of this Section 3, Decade shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this Section 3 shall survive termination of this Agreement.

## Prices, Adjustments, and Taxes

Prices for license fees and professional services are contained in Appendixes A and C.

Client agrees to pay for additional Inspectors as they are added at Decade's then prevailing license and maintenance fees.

After the initial term and for successive terms thereafter, Decade will notify Client at least sixty (60) days prior to the end of the then current term of Decade's intent to increase prices for the successive term.

Any tax, such as sales and use taxes, exclusive of property and income taxes, that Decade is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by Client to Decade, or Client shall pay directly to the taxing agency with proof of payment provided to Decade. This obligation extends retroactively if so assessed by a taxing agency.

If Client is using the Licensed Programs in California, and receives the Licensed Programs on tangible personal property (for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the Licensed Programs are temporarily stored to effect transfer to Client's computer) then the full license and support fee, as well as training and conversion fees, are subject to California sales and use tax. The definition of transfer is the leaving behind of such tangible personal property. However, if the Licensed Programs are received by Client over communication lines, via the Internet, a bulletin board service or through a direct connection between Client and Decade computers, the license and support, training, and conversion fees are not subject to sales and use tax. In California, all parts and supplies are subject to sales and use tax, and hourly-based professional services, other than training and file conversion for the Licensed Programs, are not.

If Client is using the Licensed Programs in a state other than California then Client is responsible for knowing the sales and use tax rules of that state, and remitting all applicable sales and use taxes as appropriate.

Decade will assess and Client agrees to pay a late charge of 1 1/2 % per month, or the highest amount allowed by law, for each month a payment is 30 days past due.

Decade reserves the right to withhold services for non-payment of fees.

Section 6 lists products and services that are not included in the license and support fee. Fees for Client's use of these items are due and payable when invoiced.

## Support Services

The following services are included in the license and support fees:

Telephone Support	Decade provides telephone support via a toll free number for Client's usability questions and/or problem resolution. Support is provided during Decade's regular business hours (8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and California State holidays excluded.) Issues can be reported 24-hours a day by RTI WebFirst, e-mail, fax or telephone. Decade supports both the applications developed in-house and the database backend on which these applications run. Authorized callers will be limited to the Client's Primary IT and Primary Customer Service Contacts.
Web-based Support	All clients have 24-hour access to Decade's web resources. <ul style="list-style-type: none"><li>• Incident Reporting</li><li>• Resolution Reporting</li><li>• System Documentation</li><li>• "Did You Know" Articles</li><li>• Online Support Forms</li></ul>
Licensed Programs Maintenance	Decade will provide Licensed Programs maintenance, which includes defect fixes, and any other required modifications to keep the Licensed Programs in conformance with the specifications contained in the then current Decade Licensed Materials. Decade will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Licensed Programs. Decade will correct any error or malfunction in the Licensed Programs that prevents them from operating in conformance with the then current Licensed Materials, or Decade will provide a commercially reasonable alternative that will conform to the then current Licensed Materials.  If Client's system is inoperable due to a reproducible error or malfunction, and Client is using the current release of the Licensed Programs, Decade will provide continuous reasonable effort to correct the error or malfunction.
User Group Meetings	User group meetings occur on a frequency determined by the user community. These meetings allow users to share ideas, workflows, etc. Client may send representatives to any user group meeting conducted by Decade clients.
Refresher Training	There will be no charge for refresher training conducted at Decade's office on mutually agreeable dates, if the material was covered and the attendee's attended Client's initial training. Refresher training does not include training for new Licensed Programs or Client staff that who have not been trained before, which are billable services.

List Server	Decade's clients use a list server to share information. Workflows for the Licensed Programs, environmental regulation workflows, user-customized reports, and general questions and answers are available.
Decade Exchange	Decade Exchange is a Web-based file exchange solution that provides a secure area where clients can share files. Clients have the freedom to upload/download useful reports, scripts, and other files at times most convenient to them.
	Clients have a searchable archive of environmental regulation workflows, Licensed Programs workflows, user-customized reports, scripts, and general questions and answers that can be accessed through keyword searches. Users have the option of drilling down through categories or searching for files by using a search dialog box.
Client Relationship Management	RTI CustomerFirst is a Client Relationship Management (CRM) software application that enables Decade to manage every aspect of our relationship with the client. Client information acquired from sales, marketing, client service, and support is captured and stored in a centralized database to improve client satisfaction. Unless required by law, Decade will not release any Client information to a third party without prior authorization from the Client.

## Items Not Covered by this License and Support Fee

The following services will be provided on a fee basis. Appendix A contains prices for license fees, and all services that are agreed upon as a condition of this Agreement. Services not specifically included within this Agreement can be obtained from Decade after completion and approval of a Professional Service Request (PSR) at the rates identified in Appendix D.

Support Initiated Outside Normal Working Hours	Decade's normal working hours are 8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and California State holidays excluded. If Client requires or initiates service outside these hours, Client will pay for such support at Decade's prevailing rates.
Data Conversion	
Data Correction or Restoration	Unless caused by Decade's negligence while working on Client's system.
Custom Programming	

Software  
Implementation

Initial and New Staff  
Training

Client will reimburse Decade for out-of-pocket costs expended on Client's behalf, unless such costs are caused by Decade's negligence. These can include travel and per diem, parts and supplies, media and reproduction, and long distance calls initiated from Decade to Client's system. Decade will obtain Client's prior approval before expending more than \$100.00 per incident.

## **Warranty and Limitation of Decade's Liability**

Decade warrants that the media used to deliver the Licensed Materials to Client is free from mechanical or recording defects, and if such defects are found, Decade will immediately replace the defective media.

Decade warrants that it is the owner or licensee of the Licensed Materials and that it has the right to grant the License granted hereunder.

Decade warrants that the Licensed Programs will perform substantially in accordance with its then-current Licensed Materials, at no additional cost to Client, provided that:

The Licensed Programs have not been modified, changed or altered by anyone other than Decade or as authorized by Decade in writing;

2. Client is operating the then-current version of the Licensed Programs;
3. Client's computer system is in good operating order and is installed in a suitable operating environment;
4. Client's computer system configuration used in the operation of the Licensed Programs meets Decade's approved specifications;

The error or defect is not caused by Client or its agents, employees or contractors;

- .6. Client promptly notifies Decade of the error or defect when it is discovered;

All fees then due to Decade have been paid; and

Client is not otherwise in breach of its obligations under this Agreement.

In such event, Decade shall use its commercially reasonable efforts to cause the Licensed Programs to perform substantially in accordance with its then-current Licensed Materials as soon as reasonably practicable under the circumstances.

If Client notifies Decade of such error or defect and, after investigation by Decade, Decade determines that such error or defect occurred as a result of Client not being in compliance with one or more of the reasons listed in Section 7.3 above, then Client shall reimburse Decade at Decade's then prevailing rates for all costs incurred in investigating such error or defect.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY DECADE TO CLIENT IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS AN EXPRESS LIMITATION OF LIABILITY, CLIENT'S SOLE AND EXCLUSIVE REMEDIES AND DECADE'S ONLY OBLIGATIONS UNDER THE WARRANTIES SET FORTH ABOVE AND THIS AGREEMENT IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH DECADE'S THEN-CURRENT LICENSED MATERIALS OR TO CORRECT THE THEN-CURRENT LICENSED MATERIALS.

9. The limitation of liability described in this Section 0 excludes damages arising from crimes, torts or intentional acts of Decade and their respective, employees, officers, or agents which result in personal injury, tangible property damage or death to any person. This exclusion shall not apply to any claims with respect to the licensed Program or the performance of Decade under this Agreement (except as they may result in personal injury, tangible property damage or death).
10. For the purposes of this limitation, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment.

DECADE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET CLIENT'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH CLIENT SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY DECADE.

DECade shall not be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever suffered or incurred by Client as a consequence of the use or performance of the licensed programs or otherwise, even if Decade has been advised of the possibility of such damages. In any event, except as expressly provided herein, Decade shall not be liable for any loss, cost, expense or damage to Client in an amount exceeding the sum of the initial license fee actually paid by Client to Decade under this agreement, whether arising as a result of: (a) any breach of this agreement by Decade; (b) any act or failure to act of Decade; or (c) any claim made against Client by any other party, even if Decade has been

ADVISED OF THE CLAIM OR POTENTIAL CLAIM. CLIENT AGREES THAT IT SHALL NOT ASSERT ANY CLAIMS AGAINST DECADE BASED ON ANY THEORY OF STRICT LIABILITY.

## Binding Dispute Resolution

The parties shall use reasonable efforts to amicably settle all disputes, controversies, or differences, which may arise between them ("Dispute"). If no resolution is reached, the parties shall submit the Dispute to a mutually acceptable mediator, initiated by written demand of one party served on the other, and if the mediator determines that the Dispute cannot be resolved by mediation, then the Controversy shall be submitted to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. Arbitration shall take place in Fresno, California. The arbitration award shall be supported by written conclusions of law and fact. Punitive damages shall not be permitted under any circumstances. The existence of the dispute, the dispute resolution process and the arbitrators' award shall be maintained confidential, provided that the arbitrators' award may be entered as a final judgment in any court in Fresno County, California having jurisdiction. The provisions of this Section 8 shall not apply to those instances in which either party is entitled to seek injunctive relief pursuant to the terms of this Agreement and desires to do so.

## Client Responsibilities

Client is responsible for the following:

Timely payment of Decade invoices.

Implementing a test system and use to install new Versions of the Software prior to installing in a production environment.

Provision of appropriate operating environment for Client's computer system, Client employees, and Decade staff when at Client location.

Provision of knowledgeable, competent operators with an understanding of Client's operations.

Scheduled training to properly prepare Client's staff to use Licensed Programs.

Backing up files and Licensed Programs daily, or whenever they change, and keeping them in a secure place.

Notifying Decade of a problem as soon it appears.

Management of Client data entered and accessed through the Licensed Programs. This includes adding, deleting, updating and maintaining all Client data.

## Version and Module Upgrades

Decade will periodically make Licensed Programs upgrades and enhancements available to Client. Decade will provide the necessary instructions and software tools so Client can install the upgrades and modifications.

Client will maintain its system at the current release level of the Licensed Programs. Ninety (90) days after the release of a new Licensed Programs Version, Decade will not be obligated to maintain prior Versions. Decade will have the sole discretion to decide if new Licensed Programs are a no charge upgrade, a no charge enhancement, or a billable offering. Billable offerings are optional, and Client will not be required to purchase them to maintain the current release level.

## Termination

Either party may terminate this Agreement without cause providing thirty (30) days written notice to the other. Such notice shall be provided in accordance with Section 14 of this Agreement.

## Actions Upon Termination

Client will cease using Licensed Materials immediately upon termination.

Within thirty (30) days after termination for any reason, Client will furnish Decade an affidavit certifying that the original and all copies, in whole or in part, of the Licensed Materials have been returned to Decade or destroyed by Client.

Client will pay all amounts due Decade.

## Access to Client Systems

Client agrees to install such telephone lines, communications software, and communications equipment necessary to allow remote access to Client's computer system. This access will be used to provide technical support and problem resolution. Client shall install its own security measures to prevent unauthorized access. Client shall be responsible for all expenses associated with obtaining and installing such telephone lines and communication equipment. Decade shall provide Client with the appropriate communication software at no additional cost. In the event Decade has to access Client's system remotely, Client shall reimburse Decade for the cost of the telephone call.

## Notice

Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Decade:

Attention: Kevin Delaney  
Managing Member  
4201 West Shaw Avenue Suite, 102  
Fresno, CA 93722

Phone: 800-233-9847 ext 703  
Fax: 559-271-2892  
E-mail: [kevindelaney@decadesoftware.com](mailto:kevindelaney@decadesoftware.com)

For Client:

Jerry Sipe  
Director  
270 County Hospital Rd., Suite 127  
Quincy, CA, 95971

Phone: (530) 283-6355  
Fax: (530) 283-6241  
E-mail: [jerrysipe@countyofplumas.com](mailto:jerrysipe@countyofplumas.com)

## General

Any clause of this Agreement found to be unenforceable shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.

Any waiver of any clause of this Agreement shall not constitute a subsequent waiver of that clause or any other clause. Failure or delay of either party to enforce compliance with any clause shall not constitute a waiver of such clause.

This Agreement shall be governed by California law, and the court of competent jurisdiction shall be in Fresno, California.

In the event litigation is required to enforce performance of this Agreement, the prevailing party shall be reimbursed the costs of enforcement, including, but not limited to attorney fees and costs, witness fees and costs, and court costs.

This Agreement replaces all other prior agreements, orally or in writing, relating to the subject matter contained herein, including any made by other parties such as distributors, consultants, dealers or resellers. This Agreement can only be modified in writing as approved by authorized signatories of both parties.

This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.

Decades employees in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of Client. Decade covenants that all data, documents, discussions, or other information developed or received by Decade or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Decade without written authorization by Client. Client shall grant such authorization if disclosure is required by law. All Client data shall be returned to Client upon termination of this agreement. Decade's covenant under this Section shall survive the termination of this Agreement.

## Acceptance of Agreement

Decade and Client have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below:

### Plumas County

  
\_\_\_\_\_  
Jack Ingstad - Signature

Jack Ingstad, County Administrative Officer

8-11-09  
\_\_\_\_\_  
Date Accepted

  
\_\_\_\_\_  
Sharon Thrall - Signature

Sharon Thrall, Chair of the Plumas County Board of  
Supervisors

11 Aug 09  
\_\_\_\_\_  
Date Accepted

Approved to Form

  
\_\_\_\_\_  
James Reichle - Signature

James Reichle, County Counsel

7/30/09  
\_\_\_\_\_  
Date Accepted

The person signing this Agreement on behalf of the Client warrants that they have read and understand all the terms and conditions contained herein, are authorized to sign on behalf of the Client and accept personal responsibility for damages if they are not so authorized.

### Decade Software Company, LLC

  
\_\_\_\_\_  
Decade Representative - Signature

Kevin Delaney  
Decade Representative - Printed Name

7-21-2009  
\_\_\_\_\_  
Date Accepted

Title: Managing Member  
Department: Administration  
Phone: (559) 271-2890 Ext. 703  
E-mail: [kevindelaney@decadesoftware.com](mailto:kevindelaney@decadesoftware.com)

## Appendix A. Volumes, Prices, and Payment Schedule for License Fees

### Number of Inspectors

Inspectors and Program Areas	Numbers
Number of Inspectors	5
Number of Inspectors Using FIS/EnvisionConnect Remote	

### Licensed Programs

EnvisionConnect –Licensed Programs Included in this Agreement:

- Envision/EnvisionConnect
- FIS/EnvisionConnect Remote Use
- EnvisionConnect Portal
- Extender
- Batch Payments Import Tool (BPI)
- PA to CUPA Transfer Process (PACT)
- Epitome
- Mobile Vector Control Management

### EnvisionConnect Prices

#### A.3.1 Prices

Ck	Annual License and Support Fees	Annual Cost
X	Envision/EnvisionConnect	\$6,431.40
	FIS/EnvisionConnect Remote Use	
	EnvisionConnect Portal – Public Access	
	Extender	
	Batch Payments Import (BPI)	
	Mobile Vector Control Management	
	Press Agent	
	<b>Subtotal</b>	<b>\$6,431.40</b>
<hr/>		
Ck	ASP Hosting Services	
X	ASP Flat Fee per Agency	\$3,540.00
X	ASP Per Inspector Fee	\$1,800.00
	<b>Subtotal</b>	
	<b>Total Recurring Fees</b>	<b>\$11,771.40</b>

The following Professional Services Fees cover all services outlined in Appendix C, Professional Services Rates.

Ck	One Time Professional Service Fees	Amount
	Needs Analysis and Configuration	\$0.00
X	Training Package – 16 Hours of Web Based Training	\$1,696.00
	Data Conversion from Legacy System(s)	\$0.00
	Report Development	\$0.00
	Public User Portal Set Up	\$0.00
	Interface Design	\$0.00
	Project Travel	\$0.00
	Professional Services – Project #2007-031 Silver Migration	\$0.00
	Total Professional Service Fees	\$1,696.00

#### A.4 Payment Frequency

Annual License and Support Fees will be paid on the following schedule:

Ck Payment Frequency  
Annually  
Quarterly  
X Monthly

#### Client Taxes

Tax	Rate	Exempt	Exemption Number
	8.25%		

#### A.6 Client Contact for Billing Issues

Client Contact Person for Billing Issues

Melissa Hays  
Administrative Assistant  
270 Hospital Road, Suite 127  
Quincy, CA, 95971

Phone: (530) 283-6355  
Fax: (530) 283-6241  
E-mail: [melissahays@countyofplumas.com](mailto:melissahays@countyofplumas.com)

## Appendix B. Dates and Term

This Agreement shall become effective as specified below ("Effective Date") or when Decade provides the Licensed Programs or services hereunder, whichever is earlier.

The month and day of the Effective Date shall determine the anniversary date (hereinafter "Anniversary Date").

This Agreement shall have a term of one year, 07/01/09 to 06/30/10.

In the event the Agreement is not terminated, as specified herein, it shall be automatically renewed for successive one year terms on the same conditions in effect at the conclusion of the ending term.

## Milestone Summary

Milestone	Date
Effective Date:	08/11/09
Agreement Term Begins	07/01/09
Agreement Term Ends	06/30/10
Implementation Start Date:	N/A

## Appendix C. Professional Services Rates

Any services requested outside of those agreed to in Appendix C, Statement of Work, will require authorization through a Professional Service Requests (PSR) signed by both parties.

The following rates will apply for the listed professional services.

Item	Rate	Per Unit
<b>Professional Services</b>		
• Custom Programming	\$126.00	Hour
• Consultation	\$126.00	Hour
• Report Development	\$126.00	Hour
<b>Training</b>		
• Training at Client Facility	\$1,470.00	Day
• Training at Decade Facility	\$1,470.00	Day
• Training Online Using WebEx	\$105.00	Hour
<b>Support</b>		
• Phone Support Outside Normal Service Hours	\$189.00	Hour
• Third Party Support	\$126.00	Hour
<b>Travel Expenses</b>		
• Travel Per Diem	\$294.00	Day
• Airfare	\$525.00	Flight

These prices may be increased annually on the Anniversary Date, upon at least sixty (60) days prior notice to client.

## Appendix D. Third Party Software

### Business Objects Crystal Reports

Crystal Reports is a database report designer and viewer owned by Business Objects. Decade utilizes Crystal Reports to design “canned” and custom reports that are later distributed with the Licensed Materials. The Licensed Materials includes a server-side report generation component. This is allowed under section 4.2.5 of the Crystal Reports Standard, Professional, and Developer License Agreement. Use of the server-side report generation component within the Licensed Materials is subject to the following terms.

Client agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;

Client agrees not to distribute the Runtime Product to any third party;

Client agrees not to use the Runtime Product to create for distribution a product that is generally competitive with Business Objects product offerings;

Client agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Business Objects;

Client agrees not to use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;

BUSINESS OBJECTS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. BUSINESS OBJECTS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE.

### Microsoft SQL Server

Microsoft SQL Server 2005 Standard Edition (or higher) is a database management system required by the Licensed Materials. As an Application Service Provider Decade will host Client's database and provides license to Microsoft SQL Server 2005 Standard Edition under Microsoft's Service Provider License Agreement (SPLA). This Microsoft SQL Server 2005 (SQL Server 2005) license is subject to the following terms.

Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the SQL Server 2005;

Client agrees not to reverse engineer, decompile, or disassemble SQL Server 2005, except to the extent that such activity is expressly permitted by applicable law;

MICROSOFT DISCLAIMS ALL WARRANTIES BY MICROSOFT AND ANY LIABILITY BY MICROSOFT ITS AFFILIATES OR SUPPLIERS FOR ANY DAMAGE, WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OF THE SOFTWARE SERVICES PROVIDED THROUGH THIS AGREEMENT.

All support SQL Server 2005 will be provided by Decade. Decade must enable the automatic update feature in the SQL Server 2005 to automatically download and install critical updates to the SQL Server 2005.

Client agrees not to market, distribute, sublicense, lease or rent the SQL Server 2005.

Client agrees not to infringe any intellectual property or other rights of Microsoft.

Decade may disclose Client user count information as required by the SPLA.

# PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242

2E



*Lindsay Fuchs*  
County Librarian

DATE: July 13, 2021  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Material Donation from Friends of the Portola Branch Library

## **Recommendation:**

Approve the donation of the bookcase, garden dirt, and new garden hose from the Friends of the Portola Branch Library, worth the amount of \$131.16.

## **Background:**

Friends Of The Portola Branch Library is a 501(c)(3) charitable organization which works with Plumas County Library to help provide services and materials to the Portola Branch. Friends purchased a new bookcase as well as dirt and a new hose for the garden.

2F1(A+8)



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** July 20, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis, Director

**Agenda:** Item for August 3, 2021

**Recommendation:**

- a. Approve a Resolution to accept Agreement Number 21-10008 with the State Department of Health Care Services in the amount of \$1,200,000 for the Medi-Cal Administrative Activities Program for FY 2021-2024, and authorize the Director of Public Health to sign as the Board's designee; and
- b. Approve and direct the Chair to sign the following related subcontracts with Eastern Plumas Healthcare, Plumas County District Attorney, Plumas County Probation Department, Plumas Crisis Intervention & Resource Center, Plumas District Hospital, Plumas First 5 Commission and Roundhouse Council, and approve ratification of payments of the services rendered to date.

Approved by County Counsel.

**Background Information:** Plumas County Public Health Agency has participated in the Medi-Cal Administrative Activities (MAA) Program for the past several years. This program allows counties, through a system of time studies and cost reports to enhance existing time and activities performed by specific staff relating to administration of Medi-Cal related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure and duty statements.

The goal of the Medi-Cal Administrative Activities Program is to ensure that local assistance is provided to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Med-Cal Program.

The Subcontracts provide for a pass-through of federal Medicaid funds for MAA undertaken by the organizations that result in increased health care coverage and utilization of health care services. PCPHA will recover the costs of administering the MAA claims by withholding 15 percent of the gross amount of Medi-Cal reimbursement received. The payments are contingent upon the County's actual receipt of Medi-Cal reimbursement from the State. Thus, there is no risk to the County if all or part of the anticipated federal revenue is not realized. This arrangement provides a unique opportunity to support enhanced community services at no risk to the County.

Please contact me should you have any questions or need additional information. Thank you.

 530-283-6337 OFFICE  
 530-283-6425 FAX

 270 County Hospital Rd, Suite 206  
Quincy, California 95971

 <http://countyofplumas.com/publichealth>

RESOLUTION NUMBER 21-\_\_\_\_\_

**A RESOLUTION APPROVING STANDARD AGREEMENT NUMBER 21-1008 WITH THE STATE DEPARTMENT OF HEALTH CARE SERVICES FOR THE MEDI-CAL ADMINISTRATIVE PROGRAM (MAA) FOR FISCAL YEARS 2021 THROUGH 2024.**

**WHEREAS**, Plumas County Public Health Agency will perform Medi-Cal Administrative Activities (MAA) on behalf of the State Department of Health Care Services to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families; and

**WHEREAS**, Plumas County Public Health Agency will subcontract with local resource centers and hospitals to provide local assistance to Medi-Cal eligible individuals, and their families in facilitating their receipt of services and activities from the Med-Cal Program; and

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

1. Accept Standard Agreement Number 21-10008 with the State Department of Health Care Services for the Medi-Cal Administrative Activities Program in the amount of \$1,200,000.00 for FY(s) 2021 through 2024, and
2. Authorize the Director of Public Health to sign the Agreement and any future Amendments related to Agreement Number 21-1008 as the Board's designee.

**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 3<sup>rd</sup> day of August 2021, by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

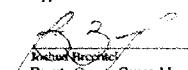
Chair, Plumas County Board of Supervisors

Attest:

---

Clerk, Plumas County Board of Supervisors

Approved as to form:

  
Richard Rappaport  
Deputy County Counsel I

7/20/2021

HERE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-10008	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$1,200,000 (One Million, Two Hundred Thousand Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	8
	Exhibit B	Budget Detail and Payment Provisions	9
	Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+	Exhibit D(F)	Special Terms and Conditions Provisions 4.g., 15, 18, 23, 26, and 30 do not apply to this agreement.	27
+	Exhibit E	Additional Provisions	7
+	Exhibit F	Contractor's Release	1
+	Exhibit G	HIPAA Business Associate Addendum	6
+	Exhibit G, Attachment I	Data Files	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

CONTRACTOR BUSINESS ADDRESS

270 County Hospital Road, Suite 206

CITY Quincy	STATE CA	ZIP 95971
----------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING

Dana Loomis

TITLE Director Plumas County Public Health Agency
--

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
21-10008

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200, PO Box 99713

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Exhibit A**  
Scope of Work

**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein:

Contractor shall perform County-Based Medi-Cal Administrative Activities (CMAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include, but are not limited to, attending or conducting general, non-medical staff meetings, developing and monitoring program budgets and/or site management, and general non-program supervision of staff. This also includes staff break time and any time spent filling out a Time Survey Form Medi-Cal Outreach, Referral, Coordination, and Monitoring of Medi-Cal Services, Facilitating Medi-Cal Application, Arranging and/or Providing Non-Emergency, Non-Medical Transportation to a Medi-Cal Covered Service, Contract Administration for Medi-Cal Services, Program Planning and Policy Development for Medi-Cal Services, Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) Coordination and Claims Administration, MAA/TCM Implementation Training, general administration, and paid time off.

**2. Service Location**

The activities shall be performed at applicable facilities within the Plumas County geographic region.

**3. Service Hours**

The services shall be provided during normal Contractor working hours and days.

**4. Project Representatives**

A. The project representatives during the term of this Agreement will be:

**Department of Health Care Services**  
Shelly Taunk, Chief  
County-Based Claiming and Inmate Services  
Section

Telephone: (916) 345-7934  
E-Mail: shelly.taunk@dhcs.ca.gov

**County of Plumas**  
John Oravetz  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971  
Telephone: (530) 283-6086  
E-Mail:  
johnoravetz@countyoplumas.com

**Exhibit A**  
Scope of Work

- c. Developing resource directories of Medi-Cal services/providers.
- d. For subcontractors, some PP&PD support services are allowable (e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services).
- 2. Not allowable: This activity is not allowable if staff performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate. Claiming this activity separately is not allowed.

This activity is not allowable if staff who deliver services part-time in an LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

**G. MAA/TCM Coordination and Claims Administration:** Contractor employees whose position description/duty statement includes the administration of CMAA and TCM on an LGA service region-wide basis, may claim the costs of these activities on the CMAA detailed invoice as a direct charge.

Costs incurred in the preparation and submission of CMAA claims at any level, including staff time, supplies, and time spent on a computer performing CMAA, may be direct charged. If the CMAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of CMAA coordination and/or claims administration. The percentage certified for the CMAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming. Charges for supervisors, clericals, and support staff may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff.

- 1. The CMAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the Contractor's administration of TCM services and CMAA at the LGA-wide level:
  - a. Drafting, revising, and submitting CMAA Claiming Plans, and TCM performance monitoring plans.
  - b. Serving as a liaison and monitoring the performance of claiming programs within the LGA and with the State and federal government on CMAA and TCM.

**Exhibit A**  
Scope of Work

- c. Administering LGA claiming, including overseeing, preparing, compiling, revising, and submitting CMAA and TCM invoices on an LGA-wide basis to the State.
- d. Attending training sessions, meetings, and conferences involving CMAA and/or TCM.
- e. Training contractor program and subcontractor staff on State, federal, and local requirements for CMAA and/or TCM claiming.
- f. Ensuring that CMAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

**NOTE:** The costs of the CMAA/TCM Coordinator's time and claims administration staff time must not be included in the CMAA claiming or in the TCM rate since the costs associated with the time are to be direct charged. Charges for supervisors, clericals, and support staff for these employees may be included, and if so must be allocated based upon the percentage of certified time of the CMAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.

- H. **MAA/TCM Implementation Training:** Training activities shall be time studied in accordance with the purpose of the training. Training activities include time spent providing or attending training related to the performance of CMAA or TCM. Training activities also include reasonable time spent on related paperwork, clerical activities, staff travel time necessary to perform these activities, including initiating and responding to email and voicemail. Training unrelated to CMAA is not allowable.
- I. **General Administration:** This includes activities that are eligible for cost distribution on a 2 CFR Part 200 et seq. approved cost allocation basis. These costs are to be distributed proportionately while performing the following activities:
  1. Attend or conduct general, non-medical staff meetings;
  2. Develop and monitor program budgets;
  3. Provide instructional leadership, site management, staff supervision, or reviews of employee performance;

**Exhibit A**  
Scope of Work

4. Review departmental or unit procedures and rules;
5. Present or participate in, in-service orientations, and programs;
6. Participate in health promotion activities for employees of the Contractor; and
7. The 15 minutes that a time survey participant spent filling out the Time Survey Form at the end of the work day.

J. **Paid Time Off:** This activity is to be used by all staff involved in CMAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or Compensatory Time Off, which shall be allocated as prescribed by the State.

**6. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables are developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act, requiring accessibility of electronic and information technology.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

<b>Regular Mail</b>	<b>Overnight Mail</b>
CMAA Analyst Department of Health Care Services	CMAA Analyst Department of Health Care Services
Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 PO Box 997436 Sacramento, CA 95899-7436	Local Governmental Financing Division County-Based Claiming and Inmate Services Section MS 2628 1501 Capitol Avenue Sacramento, CA 95814

C. Invoices shall:

1. Be prepared on the County-Based Medi-Cal Administrative Activities (CMAA) Invoice incorporated by reference in Exhibit E, Provision 1.
2. Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the CMAA Invoice Summary page.
3. Bear the Contractor's name as shown on the agreement on the CMAA Invoice.
4. Identify the billing and/or performance period covered by the invoice on the CMAA Invoice.
5. Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the CMAA Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.
6. Provide the State with complete invoice and expenditure information to include in the CMS 64 no later than 15 months after the end of the quarter for

**Exhibit B**  
Budget Detail and Payment Provisions

which the claim was submitted. This information shall be provided on the standardized CMAA Invoice.

7. Identify on the CMAA Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate CMAA Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming CMAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the CMAA Invoice instructions. The CMAA Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors CMAA Claiming Plan. The Invoice instructions are found in the DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan incorporated by reference in Exhibit E, Provision1.

**D. Rates Payable**

1. The invoices may include the cost of expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.
  - a. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to Skilled Professional Medical Personnel (SPMP) of a public agency and their direct supporting staff shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their direct supporting staff, shall be 50 percent. The maximal rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their direct supporting staff shall be 50 percent.
- 1) A SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Direct supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, and who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.
- b. The rate of federal reimbursement is 50 percent FFP for all costs of non-SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.

**Exhibit B**  
Budget Detail and Payment Provisions

- c. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.
- E. Certify the certified public expenditure (CPE) from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for CMAA performed pursuant to Welfare and Institutions (W&I) Code section 14132.47. The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for CMAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. DHCS shall provide a certification statement to be included with each CMAA Invoice Summary Page submitted to the State for payment for the performance of CMAA.

**2. Budget Contingency Clause**

- A. 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, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further provide services under the CMAA program.
- B. If funding for any state fiscal year (SFY) is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

**4. Amounts Payable**

- A. The amounts payable under this agreement shall not exceed:

\$ 400,000 for the budgetary period of 07/01/2021 through 06/30/2022,  
\$ 400,000 for the budgetary period of 07/01/2022 through 06/30/2023,  
\$ 400,000 for the budgetary period of 07/01/2023 through 06/30/2024.

- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the SFY in which services are performed and/or goods are received.

**Exhibit B**  
Budget Detail and Payment Provisions

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than 30 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.
- B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit F)"** acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

**6. Participation in Medi-Cal Administrative Claiming Process**

- A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.
- B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.
- C. The amount of the participation fee shall be based upon the anticipated state salaries, benefits, operating expenses and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

**7. Non-Federal Matching Funds for CMAA**

The Contractor will expend 100 percent of the non-federal share of the cost of performing CMAA. By signing this agreement, the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

**Exhibit B**  
Budget Detail and Payment Provisions

**8. Claiming Overhead Costs**

- A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the allocation plan. A LGA's plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve the plan.
- B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with 2 Code of Federal Regulations (C.F.R) part 200 et seq.
- C. Internal and external administrative cost allocation plans shall comply with provisions of 2 C.F.R part 200 et seq., entitled "Cost Principles for State, Local, and Indian Tribal Governments" and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."
- D. The Contractor must assure that costs claimed as direct costs are not duplicate costs claimed through the application of the indirect cost rate.

**9. Offset of Revenues, Non-Duplication of FFP, and Federal Audit Disallowance**

- A. To the extent that other funding sources have paid or would pay for the costs at issue, FFP is not available and the costs must be removed from the total costs (2 C.F.R part 200 et seq.). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:
  1. All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.
  2. All state expenditures which have been previously matched by the Federal Government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates*). Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all-inclusive rate for direct patient care.
  3. Private insurance and other fees collected from non-governmental sources.
  4. All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure

**Exhibit B**  
Budget Detail and Payment Provisions

type transactions that offset or reduce expense items allocable to federal awards as direct or indirect costs.

5. A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs.
- B. Pursuant to W&I Code section 14132.47(g), DHCS shall be held harmless, in accordance with this section, from any federal audit disallowance and interest resulting from payments made to the Contractor for services under this contract, for a disallowed claim.
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities, the DHCS shall recoup from the Contractor that submitted the disallowed claim, through offsets or by a direct billing, amounts equal to the amount of the disallowance and interest, in that fiscal year, for the disallowed claim. All subsequent claims submitted to the department applicable to any previously disallowed administrative activity or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- D. Notwithstanding the above paragraph, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Administrative Claiming process activities performed by an entity under contract with, and on behalf of, the Contractor, DHCS shall be held harmless by the Contractor for 100 percent of the amount of the federal audit disallowance and interest, for the disallowed claim.

**10. Requirements for FFP**

- A. The reimbursement LGAs receive for their Medi-Cal program expenditures is known as FFP. 42 Code of Federal Regulations part 433.51 provides that the amount expended for providing medical assistance must be "... certified by the contribution public agency as representing expenditures eligible for FFP." Section 1903(a) of Title XIX of the Social Security Act also provides language indicating states may receive an enhancement to the FFP. Section 1903(a) (2)(A) of the Social Security Act specifically indicates federal matching at 75 percent is attributable to the compensation and/or training of SPMP, and staff direct supporting such personnel of the State agency of any other public agency. For example, when the amounts expended for providing medical assistance "are attributable to the compensation or training of SPMP, and staff direct supporting such personnel", the FFP rate shall be 75 percent. Therefore, the FFP rate for a LGA claim with eligible and certified Medi-Cal expenditures performed by a SPMP, or staff direct supporting a SPMP, in the amount of \$100 would be \$75 (\$100 x .75 = \$75).

**Exhibit B**  
Budget Detail and Payment Provisions

- B. In order to meet the CPE requirements and receive FFP, LGAs must obtain and maintain supporting documentation verifying: a) 100 percent of available revenue is specifically related to performing the administrative activities and services of the Medi-Cal program; b) 100 percent of the expenditures eligible for reimbursement are specifically related to performing the administrative activities and services of the Medi-Cal program; c) the expenditures eligible for reimbursement are restricted to the actual costs incurred; d) the funds expended to account for the actual cost are from revenue sources allowable under all applicable state and federal laws and regulations; e) the administrative activity and service expenditures of the Medi-Cal program are incurred prior to requesting FFP reimbursement. The contributing public agency must certify to their allowable expenditures for the actual costs of providing services and/or activities. Community-Based Organizations (CBOs) may not utilize their private funds or certify costs. CBOs may only utilize allowable CPE contributed by a Public Agency for the actual costs related to Medi-Cal eligible services and/or activities. If a LGA has a question regarding eligible CPE or actual cost at the claiming unit or CBO level, it should contact DHCS.
- C. Per 42 C.F.R. part 432.2 et seq., and part 433.1 et seq., SPMP, and direct supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.
- D. The 75 percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their direct supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.
- E. 50 percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and direct supporting clerical staff performing related activities that are non-enhanced. Additionally, the ability to claim SPMP under the MAA program is activity driven, not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system and managed care system.
- F. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional

**Exhibit B**  
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medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

**11. Expense Allowability/Fiscal Documentation**

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. The LGA is to establish policies and procedures to identify the Federal Award amounts passed through to sub-recipients and furnish those amounts to DHCS.

**12. Federal Audit Disallowances**

- A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code section 14132.47, and this agreement, less the amounts already remitted to the State.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for CMAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that SFY, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed CMAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for CMAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for

**Exhibit B**  
Budget Detail and Payment Provisions

100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

**13. Dun and Bradstreet Universal Numbering System(DUNS)**

Notwithstanding Exhibit E. 7. A. 8. definition for vendor, CMAA providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (2 C.F.R. section 200 et seq., and specifically, 2 C.F.R. section 200.330). Consequently, as contractors, as distinguished from sub-recipients, a DUNS number is not required.

### Special Terms and Conditions

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the

term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
- [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
- [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
  - (a) A local governmental entity or the federal government,
  - (b) A State college or State university from any State,
  - (c) A Joint Powers Authority,
  - (d) An auxiliary organization of a California State University or a California community college,
  - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
  - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

- (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
- (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
 

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## 8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## 9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Termination

### a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

### b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

## 11. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows,

methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or

default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

- (1) Contractor represents and warrants that:
  - (a) It is free to enter into and fully perform this Agreement.
  - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
  - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and

disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided

that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **12. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

### **13. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

### **14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

## **15. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## **16. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

- (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) *If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement*, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, *and/or*
  - (2) *If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement*, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, *and/or*
  - (3) *If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards*, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## 18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

**19. Novation Requirements**

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**20. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**23. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**24. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**25. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**26. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**27. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**28. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**30. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**31. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**32. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

- (a) Cancel, extend, or modify the suspension or stop work notification; or
- (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **33. Public Communications**

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508<sup>1</sup> of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

### **34. Compliance with Statutes and Regulations**

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### **35. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

#### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1**  
**State of California**  
**Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Plumas

Name of Contractor

21-10008

Contract / Grant Number

Date

Dana Loomis

Printed Name of Person Signing for Contractor

Signature of Person Signing for Contractor

Director Plumas County Public Health Agency

Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

## Attachment 2

## CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

1. Type of Federal Action:  [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action:  [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type:  [ ] a. initial filing b. material change  For Material Change Only: Year _____ quarter  date of last report
4. Name and Address of Reporting Entity:  □ Prime                           □ Subawardee Tier_____, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, If known:		
6. Federal Department/Agency		
7. Federal Program Name/Description:  CDPA Number, if applicable: _____		
8. Federal Action Number, if known:		
9. Award Amount, if known:  \$ _____		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):  b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.		
Signature: _____ Print Name: Dana Loomis Title: Director, Plumas County Public Health Agency Telephone No.: _____		Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit E**  
Additional Provisions

**1. Additional Incorporated Exhibits**

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. Contractors are required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgment of receipt. Periodic updates to the below listed documents will be presented to the Contractor under separate cover and acknowledgment of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

- 1) Policy & Procedure Letters (PPL)\*
- 2) DHCS CMAA/TCM Time Survey Methodology and DHCS CMAA Program Operational Plan \*
- 3) CMAA Invoice Documents\*
- 4) CMAA Training Materials\*

\*View at [www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx)

**2. Priority of Provisions**

In the event of a conflict between the provisions of Exhibit A and any other exhibit of this contract, the CMAA Claiming Plan and federal and state law and policy concerning CMAA provisions of Exhibit A shall prevail.

**3. Amendment Process**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process, unless otherwise stipulated within this agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

**Exhibit E**  
Additional Provisions

**4. Cancellation/Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- C. The Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**5. Contractor Responsibilities**

- A. The Contractor shall comply with 42 United States Code (USC), part 1396 et seq., 42 Code of Federal Regulations (CFR) part 400 et seq., and 45 CFR part 95, California Welfare and Institutions Code, Division 9, part 3, Chapter 7 (commencing with part 14000) and Chapter 8 (commencing with part 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with part 50000), all as periodically amended; State issued policy directives; 2 CFR part 200 et. Seq., as periodically amended.
- B. If the Contractor enters into contracts with other organizations to perform CMAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have any contract to perform administrative activities under the auspices of the Medi-Cal Program available for State and/or Federal review.
- C. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified CMAA invoice by a Contractor shall constitute a breach of contract. Submission of a CMAA invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.
- D. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

**Exhibit E**  
Additional Provisions

- E. Exclusion after conviction shall result regardless of any subsequent order under Part 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- F. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.
- G. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.
- H. LGA budget units that elect to participate in the CMAA and/or TCM programs are required to conduct time surveys to account for staff time spent performing Medi-Cal and non-Medi-Cal eligible services and activities. The time survey results are used in the determination of allowable Medi-Cal costs. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR parts 432.50, 433.32, and 433.34, and 45 CFR parts 74 and 95, and 2 CFR part 200 et. Seq.
- I. All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on the Time Survey form, as appropriate.
- J. The Contractor shall comply with enabling legislation, regulations, administrative claiming process directives, and the PPLs of DHCS Local Governmental Financing Division incorporated by reference in Exhibit E, Provision 1, which define program specific allowable CMAA.
- K. The Contractor shall provide to the State, comprehensive Medi-Cal Administrative Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and this agreement must be signed by both parties prior to the submission of CMAA invoices.

**Exhibit E**  
Additional Provisions

- L. The Contractor shall not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, or sex.
- M. The Contractor shall ensure all applicable State and Federal requirements, as identified in Exhibit E, Provision 4, are met in performing CMAA under this agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements not met in performing CMAA under this agreement shall be sufficient cause for the State to deny or recoup payments to the Contractor and/or to terminate this agreement.
- N. Abide by the Business Associate Agreement (BAA) (Exhibit G), as incorporated herein and made part of this agreement by reference. Data released to LGAs is to be used solely for the purpose of verifying Medi-Cal eligibility of the beneficiaries. The data elements used are listed in attachment A".
- O. The Contractor shall submit a letter of intent to participate in the CMAA Program six months prior to the termination of this agreement for the purpose of extending the term of the agreement or initiating a new agreement, whichever is preferred by DHCS.
- P. When an amendment of the contract is necessary because the original projected expenditures shortfall the actual expenditures, a request must be submitted to DHCS at least 6 months prior to the end of the state fiscal year (SFY) for which additional funding is necessary. If this request is not received timely, the contract will not be amended to address the insufficient funding and subsequent affected invoices will not be paid.

**6. State Responsibilities**

- A. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for CMAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.
- B. Provide the Contractor with a standardized format for the CMAA Invoice and CMAA Claiming Plan which will be disseminated through policy directives issued by the State.
- C. Review CMAA Claiming Plan and amendment(s) to the CMAA Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. Any amendment to the CMAA Claiming Plan shall not require a formal amendment to the agreement but may

**Exhibit E**  
Additional Provisions

instead be effected via written approval of the amended CMAA Claiming Plan signed by DHCS.

- D. Provide program monitoring and oversight including conducting site reviews at least once every four years for compliance with state and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.
- E. Submit approved CMAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.
- F. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

**7. Joint Responsibilities**

The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 USC. part 1396a(a)7, 42 CFR part 431.300, 45 CFR parts 160, 162, and 164, Welfare and Institutions Code, section 14100.2, and 22 CCR, section 51009.

**8. Audit**

- A. This provision supersedes Provision #4, entitled "Audit" in General Terms & Conditions (GTC 610). View Exhibit C at the following Internet site:  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
- B. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States CMS, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. Contractor agrees to retain all necessary records for a minimum period of three (3) years after the end of the quarter in which the Contractor receives reimbursement for the expenditures incurred. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the

final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for CMAA, upon request, to the state or federal government.

## 9. Definitions

The following definitions are applicable to this Contract.

- A. “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- B. “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts used to buy goods or services from vendors.
- C. “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
- D. “Federal program” means all federal awards to a non-federal entity assigned a single number in the CDFA.
- E. “Pass-through entity” means a non-federal entity that provides a federal award to a subrecipient to carry out a federal program.
- F. “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- G. “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133
- H. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided on OMB Circular A-133.
- B. The definitions in Provision 7, Item A, shall be included in all of Contractor’s contracts with subrecipients and vendors.

**Exhibit E**  
Additional Provisions

C. Additional definitions applicable to this Contract:

- A. "Direct charge" means to report CMAA costs for staff that perform Medi-Cal eligible activities either 100 percent of the time or in distinct and documented blocks of time.
- B. "Medi-Cal percentage" means for some CMAA, LGAs claim allowable costs based on how many members of a group of people are Medi-Cal beneficiaries; this number is the Medi-Cal percentage. Costs are discounted (i.e. reduced) by the Medi-Cal percentage when the activity is directed toward a group of people that is only partly composed of Medi-Cal eligible persons. The Medi-Cal percentage is the fraction of a total population (target population) that consists of Medi-Cal beneficiaries. The numerator is the number of clients served by the claiming unit that are Medi-Cal beneficiaries, and the denominator is the total number of clients served by the claiming unit. Discount methods approved by DHCS and CMS for calculating the Medi-Cal percentage discount may be utilized.

**10. Identification of Contractor versus Subrecipient**

DHCS has classified this Agreement as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330.

## Contractor's Release

### Instructions to Contractor:

With **final invoice(s)** submit **one (1) original and one (1) copy**. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to **contract number 21-10008** entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_, in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): County of Plumas

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

Distribution: Accounting (Original) Program

**Exhibit G**  
**Business Associate Addendum**

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
  - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

## 8. Compliance with Other Applicable Law

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
  - 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
  - 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## 9. Additional Responsibilities of Business Associate

- 9.1 Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

### 9.2 Safeguards and Security.

- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to
  - 9.2.2.1** NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53
  - 9.2.2.2** FedRAMP – Federal Risk and Authorization Management Program
  - 9.2.2.3** PCI – PCI Security Standards Council
  - 9.2.2.4** ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002
  - 9.2.2.5** IRS PUB 1075 – Internal Revenue Service Publication 1075
  - 9.2.2.6** HITRUST CSF – HITRUST Common Security Framework
- 9.2.3** Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon

a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

**9.3 Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

**10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

**11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

**12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

**13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

**14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

**15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

**16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

**18. Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to DHCS.**

- 18.1.1** Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.
- 18.1.2** Business Associate shall notify DHCS **within 24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:
  - 18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
  - 18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
  - 18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
  - 18.1.2.4** Potential loss of confidential data affecting this Agreement.

- 18.1.3** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

- 18.1.3.1** Prompt action to mitigate any risks or damages involved with the security incident or breach; and
- 18.1.3.2** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

- 18.2 Investigation.** Business Associate shall immediately investigate such security incident or confidential breach.

- 18.3 Complete Report.** To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business

Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

**18.4 Notification of Individuals.** If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

**18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

**18.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>

**19. Responsibility of DHCS.** DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

## 20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

## 21. Termination

**21.1** **Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

**21.2** **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

## **22. Miscellaneous Provisions**

**22.1** **Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

**22.2** **Amendment.**

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

**22.3** **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

**22.4** **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

**22.5** **Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

**22.6** **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.

**DEPARTMENT OF HEALTH CARE SERVICES**

**Health Insurance Portability and Accountability Act  
Business Associate Addendum**

**Exhibit G, Attachment I**  
**Data Files**

The following data files will be provided pursuant to this Agreement:

**Local Governmental Agency (LGA)**

Each LGA will receive a list of beneficiaries who received County-Based Medi-Cal Administrative Activities (CMAA) from the LGA. The list may provide the following information, as necessary, for each beneficiary who received CMAA.

1. Social Security Number
2. Last Name
3. First Name
4. Middle Initial
5. Date Of Birth
6. Match Individual
7. Eligibility
8. Month of Eligibility
9. Currently a Medi-Cal beneficiary
10. Fee for Service or Managed Care beneficiary
11. Managed Care Organization (MCO) Name (Most recent MCO that beneficiary is/was enrolled in)

STATE OF CALIFORNIA

CompliancePrograms@dfeh.ca.gov

**CONTRACT AWARD REPORT**

STD 16 (Rev. 6/2017)

Title 2, Division 4.1, Chapter 5, Section 11114 of the California Code of Regulations requires contract awarding agencies to notify the Department of Fair Employment and Housing, Office of Compliance Programs, of any contract award in excess of \$5,000. Submit one completed copy of this form to the Office of Compliance Programs for each contract in excess of \$5,000 within 10 days of award date. Forms may be submitted to: CompliancePrograms@dfeh.ca.gov.

SHADED AREAS FOR OFFICE OF COMPLIANCE PROGRAMS USE ONLY

**CONTRACTOR INFORMATION**

CONTRACTOR'S NAME County of Plumas		TELEPHONE NUMBER (Include area code) (530) 283-6086	
ADDRESS 270 County Hospital Road, Suite 206		CITY Quincy	STATE CA
FEDERAL EMPLOYER I.D. NUMBER 9 4 6 0 0 0 5 2 8		ZIP CODE 95971	
NAME OF CONTRACTOR'S AGENT WHO SIGNED THE CONTRACT			

**CONTRACT INFORMATION**

CONTRACT AMOUNT \$1,200,000.00	STATE CONTRACT NUMBER 2 1 - 1 0 0 0 8			CONTRACT AWARD DATE 07/01/2021			
PROJECT LOCATION (County) County of Plumas				COUNTY CODE [REDACTED]			
ESTIMATED PROJECT STARTING DATE: 07	MONTH 07	DAY 01	YEAR 2021	ESTIMATED PROJECT COMPLETION DATE: 06	MONTH 06	DAY 30	YEAR 2024
TYPE OF CONTRACT <input type="checkbox"/> Construction <input type="checkbox"/> IT Goods <input type="checkbox"/> Non-IT Goods <input type="checkbox"/> IT Service <input checked="" type="checkbox"/> Non-IT Services				IS THIS PROJECT FEDERALLY FUNDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

**AWARDING AGENCY INFORMATION**

AGENCY NAME Department of Health Care Services		AGENCY CODE [REDACTED]	
AGENCY ADDRESS 1501 Capitol Ave.	CITY Sacramento	STATE CA	ZIP CODE 95814
NAME OF CONTRACT AWARDING OFFICER Selamaria Nua		TELEPHONE NUMBER (Include area code) (916) 345-8692	

# General Terms and Conditions (GTC 04/2017)

## EXHIBIT C

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **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.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor 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. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Plumas	94-6000528
By (Authorized Signature)	

---

### Printed Name and Title of Person Signing

Dana Loomis, Director Plumas County Public Health Agency

Date Executed	Executed in the County of
	Plumas, CA

## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Eastern Plumas Healthcare, a political subdivision of the State of California, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Two Hundred Thousand Dollars and No/100 (\$200,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 to 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California, Department of Health Care Services. Agreement Number 21-10008.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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.** Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. **Licenses and Permits.** Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Eastern Plumas Healthcare  
500 First Avenue  
Portola, California 96122  
(530) 832-6500

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Eastern Plumas District Healthcare agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement:

<b>EXHIBIT</b>	<b>TITLE</b>	<b>PAGES</b>
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit B1	Compensation	1
Exhibit C	General Terms and Conditions (GTC04/2017)	4
Exhibit D(F)	Special Terms and Conditions – The following Provisions Do Not Apply To This Agreement 4.g, 15, 18, 23, 26 & 30	27
Exhibit E	Additional Provisions	7
Exhibit F	Contractor's Release - Not Applicable	
Exhibit G	HIPAA Business Associate Addendum	6
Exhibit G, 1	Data Files	1

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Eastern Plumas Healthcare, a political subdivision of the State of California

By: \_\_\_\_\_  
Doug McCoy, Chief Executive Officer

Date: \_\_\_\_\_

**COUNTY OF PLUMAS:**

By: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

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

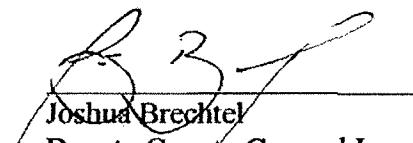
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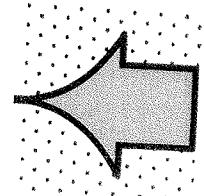
Attest:

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

Date: \_\_\_\_\_

Approved as to form:

  
7/15/2021  
Joshua Brechtel  
Deputy County Counsel I



## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Plumas County Children and Families Commission, a political subdivision of the State of California, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed One Hundred Thousand Dollars and No/100 (\$100,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 to 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California, Department of Health Care Services. Agreement Number 21-10008.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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.** Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. Licenses and Permits. Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBSONTRACTOR:**

Plumas County Children and Families Comm.  
Ellen Vierra, Executive Director  
270 County Hospital Road, Suite 206  
Quincy, California 95971

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Plumas County Children and Families Commission agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement:

<b>EXHIBIT</b>	<b>TITLE</b>	<b>PAGES</b>
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit B1	Compensation	1
Exhibit C	General Terms and Conditions (GTC04/2017)	4
Exhibit D(F)	Special Terms and Conditions – The following Provisions Do Not Apply To This Agreement 4.g, 15, 18, 23, 26 & 30	27
Exhibit E	Additional Provisions	7
Exhibit F	Contractor's Release - Not Applicable	
Exhibit G	HIPAA Business Associate Addendum	6
Exhibit G, 1	Data Files	1

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Plumas County Children and Families Commission, a political subdivision of the State of California

**COUNTY OF PLUMAS:**

By: \_\_\_\_\_  
Ellen Vierra, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rachelle Hines, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

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

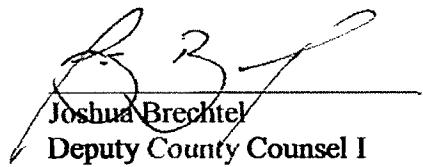
Date: \_\_\_\_\_

Attest:

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

Date: \_\_\_\_\_

Approved as to form:



Joshua Brechitel  
Deputy County Counsel I

7/15/2021

HERE

## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Plumas Crisis Intervention and Resource Center, a non-profit corporation, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 to 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. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 to date of approval of this Agreement by the Board of Supervisors.
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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
- Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California, Department of Health Care Services. Agreement Number 21-10008.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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. Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor’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. Subcontractor’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 Subcontractor’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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor’s compliance.

10. **Licenses and Permits.** Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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 Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Plumas Crisis Intervention and Resource Ctr.  
591 West Main Street  
Quincy, California 95971  
(530) 283-5515

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Plumas Crisis Intervention and Resource Center agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement:

<b>EXHIBIT</b>	<b>TITLE</b>	<b>PAGES</b>
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit B1	Compensation	1
Exhibit C	General Terms and Conditions (GTC04/2017)	4
Exhibit D(F)	Special Terms and Conditions – The following Provisions Do Not Apply To This Agreement 4.g, 15, 18, 23, 26 & 30	27
Exhibit E	Additional Provisions	7
Exhibit F	Contractor's Release - Not Applicable	
Exhibit G	HIPAA Business Associate Addendum	6
Exhibit G, 1	Data Files	1

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Plumas Crisis Intervention and Resource Center, a non-profit corporation

By: \_\_\_\_\_  
Scott McCallum, Executive Director

Date: \_\_\_\_\_

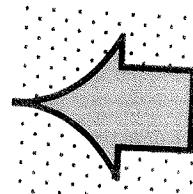
**COUNTY OF PLUMAS:**

By: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_



Attest:

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

Date: \_\_\_\_\_

Approved as to form:

  
Joshua Brechitel  
Deputy County Counsel I

7/15/2021

## SUBCONTRACT

This Agreement between departments of the County of Plumas, a political subdivision of the State of California, is made by and between the Public Health Agency (hereinafter referred to as "PCPHA"), and Plumas County District Attorney's Office (hereinafter referred to as "PCDA").

The parties agree as follows:

1. Scope of Work. PCPD shall provide the PCPHA with services as set forth in Exhibit A, attached hereto.
2. Compensation. PCPHA shall pay PCPD for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by PCPHA to PCPD under this Agreement shall not exceed One Hundred Thousand Dollars and No/100 (\$100,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 to 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California, Department of Health Care Services. Agreement Number 21-10008.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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. Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. **Licenses and Permits.** Subcontractor 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 Subcontractor to practice its profession and to perform its

duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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 Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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.

**PCPHA:**

Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**PCPD:**

Plumas County District Attorney's Office  
520 Main Street  
Quincy, California 95971  
(530) 283-

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Plumas County District Attorney agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement:

<b>EXHIBIT</b>	<b>TITLE</b>	<b>PAGES</b>
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit B1	Compensation	1
Exhibit C	General Terms and Conditions (GTC04/2017)	4
Exhibit D(F)	Special Terms and Conditions – The following Provisions Do Not Apply To This Agreement 4.g, 15, 18, 23, 26 & 30	27
Exhibit E	Additional Provisions	7
Exhibit F	Contractor's Release - Not Applicable	
Exhibit G	HIPAA Business Associate Addendum	6
Exhibit G, 1	Data Files	1

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**COUNTY OF PLUMAS:**

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

David Hollister, District Attorney  
Office of the District Attorney

Date: \_\_\_\_\_

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

Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

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

Chair, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Attest:

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

Clerk, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

7/15/2021

## SUBCONTRACT

This Agreement between departments of the County of Plumas, a political subdivision of the State of California, is made by and between the Public Health Agency (hereinafter referred to as "PCPHA"), and Plumas County Probation Department (hereinafter referred to as "PCPD").

The parties agree as follows:

1. Scope of Work. PCPD shall provide the PCPHA with services as set forth in Exhibit A, attached hereto.
2. Compensation. PCPHA shall pay PCPD for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by PCPHA to PCPD under this Agreement shall not exceed One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 to 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California, Department of Health Care Services. Agreement Number 21-10008.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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. Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. Licenses and Permits. Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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.

**PCPHA:**

Plumas County Public Health Agency  
 270 County Hospital Road, Suite 206  
 Quincy, California 95971  
 (530) 283-6337

**PCPD:**

Chief Probation Officer  
 Plumas County Probation Department  
 270 County Hospital Road  
 Quincy, California 95971  
 (530) 283-6200

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Retention of Records. Retention of Records. Plumas County Probation Department agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. 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.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement:

EXHIBIT	TITLE	PAGES
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit B1	Compensation	1
Exhibit C	General Terms and Conditions (GTC04/2017)	4
Exhibit D(F)	Special Terms and Conditions – The following Provisions Do Not Apply To This Agreement 4.g, 15, 18, 23, 26 & 30	27
Exhibit E	Additional Provisions	7
Exhibit F	Contractor's Release - Not Applicable	
Exhibit G	HIPAA Business Associate Addendum	6
Exhibit G, 1	Data Files	1

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**COUNTY OF PLUMAS:**

By: \_\_\_\_\_  
Keevin Allred, Chief Probation Officer  
Plumas County Probation Department

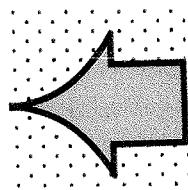
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

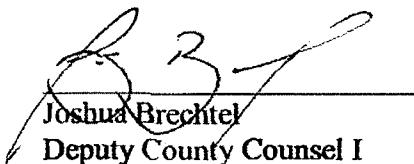


Attest:

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

Date: \_\_\_\_\_

Approved as to form:



7/15/2021

Joshua Brechtle  
Deputy County Counsel I

## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Plumas District Hospital, a political subdivision of the State of California, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Two Hundred Thousand Dollars and No/100 (\$200,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 to 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California, Department of Health Care Services, Agreement Number 21-10008.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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.** Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. **Licenses and Permits.** Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Plumas District Hospital  
1065 Bucks Lake Road  
Quincy, California 95971  
(530) 283-7103

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Plumas District Hospital agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement:

<b>EXHIBIT</b>	<b>TITLE</b>	<b>PAGES</b>
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit B1	Compensation	1
Exhibit C	General Terms and Conditions (GTC04/2017)	4
Exhibit D(F)	Special Terms and Conditions – The following Provisions Do Not Apply To This Agreement 4.g, 15, 18, 23, 26 & 30	27
Exhibit E	Additional Provisions	7
Exhibit F	Contractor's Release - Not Applicable	
Exhibit G	HIPAA Business Associate Addendum	6
Exhibit G, 1	Data Files	1

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Plumas District Hospital, a political subdivision of the State of California

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Caleb Johnson, Chief Financial Officer

**COUNTY OF PLUMAS:**

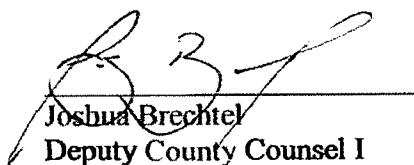
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Attest:

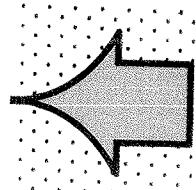
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Approved as to form:



7/15/2021

Joshua Brechtel  
Deputy County Counsel I



## SUBCONTRACT

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Roundhouse Council, Inc., a non-profit corporation, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed One Hundred Thousand Dollars and No/100 (\$100,000.00) (hereinafter referred to as the "Contract Amount").
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from July 1, 2021 to 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

Subcontractor acknowledges that funding for this Subcontract is contingent upon receipt of funds and/or appropriation of funds by State of California, Department of Health Care Services. Agreement Number 21-10008.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor 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. Subcontractor 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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.** Subcontractor 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 Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement and Subcontractor shall verify Subcontractor's compliance.

10. **Licenses and Permits.** Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor 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

Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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 Subcontractor.

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 OF PLUMAS:**

Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971  
(530) 283-6337

**SUBCONTRACTOR:**

Roundhouse Council, Inc.,  
Post Office Box 217  
Greenville, California 95947  
(530) 284-6866

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. **Retention of Records.** Roundhouse Council agrees to maintain and preserve, until three years after termination of Agreement Number 21-1008 and final payment from DCHS to the Contractor, to permit DCHS or any duly authorized representative. To have access to, examine or audit any books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

25. **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.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Subcontract:

EXHIBIT	TITLE	PAGES
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	9
Exhibit B1	Compensation	1
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Exhibit D(F)	Special Terms and Conditions – The following Provisions Do Not Apply To This Agreement 4.g, 15, 18, 23, 26 & 30	27
Exhibit E	Additional Provisions	7
Exhibit F	Contractor's Release - Not Applicable	
Exhibit G	HIPAA Business Associate Addendum	6
Exhibit G, 1	Data Files	1

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**SUBCONTRACTOR:** Roundhouse Council, Inc., a non-profit corporation

By: \_\_\_\_\_  
Chairwoman, Deana Bovée

Date: \_\_\_\_\_

**COUNTY OF PLUMAS:**

By: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

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

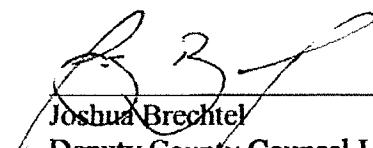
Date: \_\_\_\_\_

Attest:

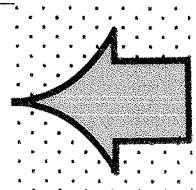
By: \_\_\_\_\_  
Clerk, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:

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

Date: 7/20/2021



2F2



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** July 22, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis, Director

**Agenda:** Consent Item for August 3, 2021

**Recommendation:** Approve and direct the Chair to sign Subcontract #SHF2122SIR with Susanville Indian Rancheria in the amount of 102,000.00 for Activities related to The Harm Reduction Program funded by the Sierra Health Foundation Grant. Approved by County Counsel.

**Background:** As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to evaluate programs and provide services to diverse populations throughout the county.

Susanville Indian Rancheria through it's Lassen Indian Health Center (LIHC) will implement and provide syringe access and disposal along with other harm reduction services in conjunction with its Medication Assisted Treatment (MAT) program for opioid use and stimulant use disorder.

There will be no financial impact on the County General Fund, as this subcontract is fully funded by the Harm Reduction Program through Public Health.

Please contact me should you have any questions, or need additional information. Thank you.



530-283-6337 (voice)  
530-283-6425 (fax)



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

## SUBCONTRACT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its PUBLIC HEALTH AGENCY (hereinafter referred to as "County"), and SUSANVILLE INDIAN RANCHERIA, a Native Indian Organization, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor 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 Subcontractor under this Agreement shall not exceed One Hundred Two Thousand Dollars (\$102,000.00).
3. Term. The term of this agreement shall be from March 1, 2021 through August 31, 2022 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment services provided by Subcontractor from March 1, 2021 to 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 Subcontractor or furnish any other consideration under this Agreement and Subcontractor 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 Subcontractor 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. Subcontractor 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. Subcontractor 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. Subcontractor 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

\_\_\_\_\_ SUBCONTRACTOR 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 Subcontractor 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 Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor 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. Subcontractor 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

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\_\_\_\_\_ COUNTY INITIALS

SUBCONTRACTOR INITIALS \_\_\_\_\_

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

- ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Subcontractor'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. Subcontractor'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 Subcontractor'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 Subcontractor 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, Subcontractor 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. Subcontractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Subcontractor shall verify subcontractor's compliance.

10. Licenses and Permits. Subcontractor 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 Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_ SUBCONTRACTOR INITIALS \_\_\_\_\_

during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor 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 Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, 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, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor 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.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. **Non-discrimination.** Subcontractor 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. Subcontractor 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

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_ SUBCONTRACTOR INITIALS \_\_\_\_\_

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

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.

The project representatives during the term of this Agreement will be:

**County of Plumas:**

James Wilson, Health Ed. Coord.  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971-9174  
(530) 283-7099  
[jameswilson@countyofplumas.com](mailto:jameswilson@countyofplumas.com)

**Subcontractor:**

Lona, Ibanitoru  
Susanville Indian Rancheria.  
795 Joaquin Street  
Susanville, California 96130-3628

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

25. 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.

Subcontractor will abide by Agreement Number CA21MAT046 from the Sierra Health Foundation a copy of which is attached.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_ SUBCONTRACTOR INITIALS \_\_\_\_\_

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

**SUBCONTRACTOR:**

Susanville Indian Rancheria, a Native Indian Organization

By: \_\_\_\_\_  
Deana Bovee, Chairwoman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Christi Choo, Secretary/Treasurer

Date: \_\_\_\_\_

**COUNTY OF PLUMAS:** a political subdivision of the State of California

By: \_\_\_\_\_  
Dana Loomis, Director  
Plumas County Public Health Agency

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_



Attest:

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

Date: \_\_\_\_\_

Approved as to form:

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

Date: 7/21/2021

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

\_\_\_\_\_ SUBCONTRACTOR INITIALS \_\_\_\_\_

### Scope of Work – Exhibit A

Susanville Indian Rancheria through it's Lassen Indian Health Center (LIHC) will implement and provide syringe access and disposal along with other harm reduction services in conjunction with its Medication Assisted Treatment (MAT) program for opioid use and stimulant use disorder.

Funds will pay for .5 FTE of a MAT Program/ Care Coordinator over an 18-month period to develop and implement the syringe services program (SSP) in conjunction with the LIHC MAT Program.

Below are the activities that will be conducted by the MAT Program/Care Coordinator:

- Coordinate and collaborate with PCPHA SSP staff for technical assistance for best practices in Harm Reduction
- Develop policies and procedures for the operation of the SSP at LIHC.
- Coordinate with LIHC physicians and pharmacist to obtain SSP authorization.
- Develop educational materials on the program and its benefits.
- Collaborates with other health programs and organization to build partnerships and increase referrals to the LIHC's SSP/MAT Program
- Conduct outreach to Lassen County residents to destigmatize a harm reduction approach
- Conduct outreach to residents that use drugs, to recruit participation in the LIHC's SSP/ MAT program.
- Maintain regular hours of operation for SSP.
- Collect demographic from participants/clients to better understand the needs of those who use drugs in Lassen County/ Needs Assessment
- Survey clients to assess program quality and effectiveness. Adapt policies when needed.
- Assist clients interested in treatment to schedule inductions into LIHC MAT.

Funds will also pay for .07 FTE of Clinic Manager/ Tribal Opioid Response grant (TOR) Program Director to ensure the success of LIHC's MAT Program in coordination with the Plumas County Public Health Department. This position will stay in consistent communication with the Project Director at Plumas County Public Health Agency. Funds will also pay for Fiscal staff that will assist in administrative duties during the project.

\_\_\_\_\_ COUNTY INITIALS

SUBCONTRACTOR INITIALS \_\_\_\_\_

## EXHIBIT B - FEE SCHEDULE & BUDGET

### **Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt of an approved invoice, the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with Exhibit A (Scope of Work) attached.

#### A. Invoice(s) Shall:

- 1) Bear the Subcontractors name and Agreement Number exactly as shown on the Agreement.
- 2) Identify the expense, billing and/or performance period covered on invoice
- 3) Include backup documentation (payroll records) to support the invoice.
- 4) Invoice(s) must be signed by authorized personnel.

#### B. Invoice(s) Schedule:

<b>Invoice</b>	<b>Invoice Period</b>	<b>Invoice Due Date</b>
#1	March 1 <sup>st</sup> – May 31 <sup>st</sup>	June 15 <sup>th</sup>
#2	June 1 <sup>st</sup> – August 31 <sup>st</sup>	September 15 <sup>th</sup>
#3	September 1 <sup>st</sup> – November 30 <sup>th</sup>	December 15 <sup>th</sup>
#4	December 1 <sup>st</sup> – February 28 <sup>th</sup>	March 15 <sup>th</sup>
#5	March 1 <sup>st</sup> – May 31 <sup>st</sup>	June 15 <sup>th</sup>
#6	June 1 <sup>st</sup> – August 31 <sup>st</sup>	September 15 <sup>th</sup>

#### C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.

#### D. Amounts Payable:

The amounts payable under this agreement shall not exceed One Hundred Two Thousand Dollars and No Cents (\$102,000.00).

<b>BUDGET</b>				
<b>1 PERSONNEL</b>		<b>% FTE</b>	<b>W/Benefits</b>	<b>AMOUNT</b>
a. Clinic Manager		0.07	195,243	13,667
b. Tribal Opioid Response Coordinator		0.5	125,746	62,873
c. Fiscal Staff		0.33	77,152	25,460
				<b>102,000</b>
<b>B. OPERATING EXPENSE</b>				
a.				
b.				<b>0</b>
<b>C. Other Costs</b>				
a.				<b>0</b>
<b>TOTAL BUDGET</b>				<b>\$102,000</b>

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

\_\_\_\_\_ SUBCONTRACTOR INITIALS \_\_\_\_\_



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## SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (this “Agreement”) is made and entered in the State of California, by and between Sierra Health Foundation: Center for Health Program Management, a California nonprofit public benefit corporation (“The Center”), and Plumas County Health Department, an independent contractor (“Contractor”), in connection with the Medication Assisted Treatment (MAT) Access Points Project (the “MAT Project”), and effective March 1, 2021.

### PURPOSE

The purpose of this procurement agreement is to purchase property or services in support of the MAT Project. The MAT Project is part of California’s State Opioid Response Grant Funding. The goal is to create a network of organizations throughout California that address the opioid crisis by supporting prevention, education, stigma reduction, treatment and recovery services for people with opioid use disorder and substance use disorder, and by increasing access to medication assisted treatment services. Funding received by The Center in connection with the MAT Project can be used to support prevention, treatment and recovery services.

### STATUS OF PARTIES

The parties to this Agreement agree that Contractor is, and will remain throughout the term of this Agreement, an independent contractor, and not an employee, partner, agent or principal of The Center. The Contractor is responsible for providing, at Contractor’s own expense, disability insurance, unemployment insurance, workers’ compensation insurance, and any other insurance, training, permits, and licenses for Contract and Contractor’s employees and subcontractors. Similarly, the Contractor is responsible for all of the Contractor’s own expenses, including but not limited to any and all taxes resulting from the Contractor’s operation. The Contractor has no authority to make any commitments on The Center’s behalf or to bind The Center in any way whatsoever. During the term of this Agreement, The Center may engage other contractors to perform the same or similar work that Contractor performs. The Contractor will supply all tools, materials, and equipment required to perform the Contractor’s services under this Agreement.

### CONTRACT TIMELINE

The MAT Project timeline and this Agreement commence on March 1, 2021, and terminate on August 31, 2022.

### DELIVERABLES AND REQUIRED REPORTING

Contractor agrees to execute and complete the stated line items and deliverables in accordance with the Low-Barrier Opioid Treatment at Syringe Service Programs Request for Application Overview application (the “RFA Application”) submitted by the Contractor and approved by The Center, and in accordance with the Budget and Budget Justification set forth on **Exhibit I**. In the event of any conflict

between the RFA Application and **Exhibit I**, **Exhibit I** shall control. The Contractor must provide Reports as set forth in **Exhibit II**.

## COMPLIANCE

The MAT Project is a Federally funding program as set forth on **Exhibit VI**. All documents or other materials prepared in the performance of this Agreement must be retained by the Contractor in accordance with all applicable Federal compliance requirements and the terms hereof. All deliverables provided by Contractor to The Center in connection with this MAT Project will become the property of The Center, and The Center may transfer the rights in such property to the State of California. The Contractor is required under the Code of Federal Regulations 45 CFR Part 75, section §75.303, and §75.364 to provide access to records to maintain sufficient internal controls and retain all documents, copies of invoices, and backfiles for compliance and internal use. The Center reserves the right to audit the records of the Contractor including all supporting documentation, reports and other records related to the use of the funding. Non-compliance with this Agreement, Federal statutes, regulations, or the terms and conditions of a Federal award §75.371 may result in the adverse action, including but not limited to, the following:

- (a) withhold of payments pending correction of the deficiency or non-compliance;
- (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) wholly or partly suspend any activities of Contractor or terminate the award to Contractor;
- (d) initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and awarding agency regulations at 2 CFR part 376 (or recommend such a proceeding be initiated by an awarding agency);
- (e) withhold from Contractor further awards for the MAT Project;
- (f) adverse action by a Federal or State agency, including the California Health and Human Services Agency (“CHHS”) or other awarding agency; and
- (g) any other remedies or actions that may be legally available.

## AUDIT AND RECORD RETENTION; MONITORING

Contractor agrees that The Center, CHHS, Department of Health Care Services (“DHCS”), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to Contractor’s performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in

any subcontract related to the performance of this Agreement (GC 8546.7, CCR Title 2, Section 1896.77). Contractor agrees to maintain and preserve, until six (6) years after termination of this Agreement and final payment to Contractor hereunder, to permit DHCS and The Center (or their respective duly authorized representatives) to have access to, examine or audit any pertinent books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records. All of the foregoing audit rights set forth in this paragraph shall survive the termination of this Agreement.

Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses.

Contractor agrees that The Center and DHCS (or their respective designated representatives) will have the right, at any time during the term of this Agreement during Contractor's normal business hours, to conduct monitoring activities with respect to the services and deliverables being provided by Contractor hereunder, and Contractor's compliance therewith, including, but not limited to, on-site visits and desk reviews.

## PAYMENTS

Subject to the terms hereof, The Center agrees to pay Contractor the total contract of **\$281,353.00**. Payments to Contractor correspond to the completion of deliverables. The Center will pay Contractor for the completion of the stated line items and deliverables in accordance with the RFA Application submitted by Contractor and approved by The Center and the submission and approval of the required program and financial reporting as outlined in **Exhibits II** in accordance with the following fixed payment schedule:

- (a) Payment 1 - 50% of total award amount upon the later of (i) the execution of this Agreement and (ii) The Center's receipt of funding for the Project from the funding agency;
- (b) Payment 2 - 40% of total award amount following receipt and approval of Progress Reports 1 and 2, and short monthly quantitative reports 1-12; and
- (c) Payment 3 - 10% of total award amount following receipt and approval of Progress Reports 3, short monthly quantitative reports 13-18, and the Cumulative Final Report for Program and Financial activity.

Reimbursement shall be made for allowable expenses for services performed and/or goods received. The Contractor must maintain records reflecting actual expenditures for the term of this Agreement.

## EXPENSES ALLOWABILITY/FISCAL DOCUMENTATION

- (a) Financial reports received from the Contractor and accepted and/or submitted for payment by The Center shall not be deemed evidence of allowable agreement costs;

- (b) Contractor shall maintain for review and audit and supply to The Center upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability;
- (c) If the allowability or appropriateness of an expense cannot be determined by The Center because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to general accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by The Center or Contractor may be required to return spent funds to The Center. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

## **RECOVERY OF OVERPAYMENTS**

- (a) Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by The Center by one of the following options:
  - (i) Contractor's remittance to The Center of the full amount of the audit exception within 30 days following The Center's request for repayment;
  - (ii) A repayment schedule that is agreeable to both The Center and Contractor.
- (b) The Center reserves the right to select which option will be employed, and the Contractor will be notified by The Center in writing of the claim procedure to be utilized.

## **FUNDING RESTRICTIONS**

- (a) Contractor agrees expenditures must adhere to the following guidelines:
  - (i) expenditures must be tied to, and for the purposes of, the MAT Project;
  - (ii) State Opioid Response (SOR) funding disbursed through The Center are the payer of last resort only;
  - (iii) expenditures must be used for allowable activities and costs as outlined in the RFA Application;
  - (iv) expenditures must be used by direct treatment service providers;
  - (v) expenditures must be reasonable in light of the services or goods provided; and
  - (vi) expenditures must be substantiated by invoices, receipts, pay records, checks and other appropriate documentation;

- (b) Contractor shall not use any grant funds made available under this Agreement to:
  - (i) pay for any lease beyond the MAT Project period, or prepay any other expense beyond the Project period;
  - (ii) pay for housing other than residential mental health and/or substance abuse treatment;
  - (iii) pay for cleaning supplies and hand sanitizers as personal protective equipment;
  - (iv) pay for telehealth equipment for use by clients or patients;
  - (v) pay for other unallowable costs as outlined in the RFA Application;
  - (vi) provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.);
  - (vii) make direct payments to individuals to induce them to enter prevention or treatment services. However, Substance Abuse and Mental Health Services Administration (SAMHSA) grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access and retention in prevention and treatment programs;
  - (viii) make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Funding Opportunity Announcement. Grant funds may be used for light snacks, not to exceed \$3.00 per person; or
  - (ix) outside individuals or companies that prepare or participate in the preparation of grant applications may not be contractors on those grants per 45 CFR 75.328, which addresses full and open competition.
- (c) Grant funds shall not be used for services that can be paid through other accessible sources of funding, such as Title XIX of the Social Security Act, other federal discretionary and formula grant funds, non-federal funds, third party insurance, and sliding scale self-pay, among others.
- (d) Grant funds shall not supplant current funding of existing activities.

## **INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless DHCS, The Center, and their respective directors, officers, employees and agents from any claim of any kind whatsoever, including attorneys' fees and

related expenses, arising out of or in any way connected to Contractor's performance of services hereunder or Contractor's breach of this Agreement (in either case, whether arising from Contractor's actions or inactions), or arising out of or in any way connected to the performance of services of any contractors, subcontractors, suppliers, laborers, and any other person or entity furnishing or supplying work, services, materials or supplies to or through Contractor in connection with Contractor's performance of this Agreement. Contractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due from Contractor hereunder against any amounts due and payable to Contractor hereunder.

## **INSURANCE**

Contractor assumes all risks as an independent contractor and agrees to obtain all the insurance necessary for Contractor's protection in connection with work under this Agreement. Contractor agrees to maintain through the term of the Agreement, at a minimum, (a) workers' compensation insurance for Contractor's employees and (b) comprehensive or commercial general liability insurance coverage in the minimum amount of \$2,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability (c) Contractor agrees to include an Additional Insured Endorsement naming the Center and DHCS as additional insureds. Contractor agrees to provide The Center with documentation evidencing such insurance upon request.

Please use the following addresses for the additional insured endorsements:

Sierra Health Foundation: Center for Health Program Management  
1321 Garden Highway, Suite 210  
Sacramento, CA 95833

Department of Health Care Services  
P.O. Box 997413, MS 2600  
Sacramento, CA 95899-7413

## **REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Contractor represents warrants and covenants that the services and deliverables to be provided under this Agreement shall be performed in accordance with all laws, and in a professional manner conforming to the generally accepted industry standards and practices. Contractor shall, at all times during the term of this Agreement, maintain all licenses, permits, and governmental approvals required by federal and state law to provide the services and deliverables hereunder.

Contractor represents, warrants and covenants that, to the extent relevant, it is in compliance with, and will comply with, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security

regulations at 45 CFR Parts 160 and 164, and any similar laws or regulations now existing or hereinafter arising. Contractor shall not use or disclose individually identifiable health information as set forth in 45 CFR section 160.103 ("Protected Health Information" or PHI") or "Personal Information" as defined in California Civil Code section 1798.29 ("PI"), other than as permitted or required by law, and shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and PI, including electronic PHI and PI, that it creates, receives, maintains, uses or transmits. The Contractor should not transmit PHI or PI to The Center without The Center's prior consent unless such PHI or PI was obtained by Contractor from The Center.

To the extent Contractor is using contract funds to cover individual direct patient services, the Contractor will comply with any SAMHSA GPRA (Government Performance and Results Act of 1993) reporting requirements.

Contractor represents and warrants that the materials produced by Contractor under this Agreement are and will be original and do not and will not infringe upon any statutory or common-law copyright, proprietary right, intellectual property right or any other right of any other person.

The Contractor agrees to provide all statistical data as requested through the Progress Reports in this agreement and with respect to the services and deliverables provided by Contractor hereunder, including, but not limited to, a number of individuals served and/or impacted.

Contractor shall ensure that its services provided hereunder are, and will be, accessible to persons with limited English proficiency.

Any subcontractors hired by Contractor will be advised of and abide by this Agreement unless other arrangements are first approved in writing by The Center, and that Contractor will be responsible for the subcontractors' adherence to the terms of this Agreement.

The Contractor has not, and should not, hire The Center employees to perform any portion of work or services provided for herein, including secretarial, clerical, and similar incidental services.

Contractor agrees that all operators of motor vehicles reimbursed with grant funds made available under this Agreement will hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license. The Contractor must possess automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. The Contractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto. Contractor agrees that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement. Contractor agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any

extension of continuation thereof, or for a period of not less than one (1) year.

The Contractor will not publish any information derived from work performed or data obtained in connection with services rendered under this Agreement unless first approved in writing by The Center.

Contractor agrees to comply with all requirements of 45 CFR Part 75 and all of the Federal Equal Opportunity Requirements set forth on **Exhibit III**.

Contractor represents that, to the best of its knowledge, it is registered and in good standing, with the Federal System for Award Management (SAM) and is not a suspended or debarred party on the excluded parties list system on SAM. Contractor agrees to comply with all Debarment and Suspension Certification requirements set forth on **Exhibit IV**.

Contractor agrees to comply with all Air or Water Pollution requirements set forth on **Exhibit V**.

All information submitted to The Center by Contractor, as of the date hereof, is, and hereafter will be, accurate.

## **CONFIDENTIALITY**

Contractor agrees that it will not copy, reproduce, make any unauthorized use of or disclose to any other person or entity: (a) any confidential or proprietary information given to or made available to Contractor in the performance of its services and deliverables under this Agreement or (b) any deliverables provided to The Center hereunder.

Contractor agrees that it will (and will cause its employees, agents, and subcontractors) to protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to Contractor, its employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person. Contractor and its employees, agents, or subcontractors will not use such identifying information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor and its employees, agents, or subcontractors will promptly transmit to The Center all requests for disclosure of such identifying information not emanating from the client or person.

## **ASSIGNMENT**

This Agreement may not be assigned by the Contractor, either in whole or in part, without the written consent of The Center. Any such assignment in violation of the foregoing will be deemed null and void.

## **ENTIRE AGREEMENT**

This Agreement, together with the Exhibits hereto, contains all of the terms and conditions agreed upon by the parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties or to vary any of the terms herein.

## **AMENDMENTS AND MODIFICATIONS**

No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

## **TERMINATION**

Either party may terminate this Agreement by providing 30 days written a notice to the other party, provided that The Center may terminate this Agreement at any time, effective upon Contractor's receipt of the notice if Contractor is in breach of any term hereof. All amounts owed for satisfactory work completed as of the time of such termination shall be paid in full by The Center upon submission of an invoice and The Center's verification of such performance. Contractor acknowledges and agrees that in the event: (a) funding for the MAT Project terminates, (b) DHCS requires the substitution or termination of Contractor as a subcontractor of The Center, or (c) DHCS does not approve this Agreement, then this Agreement will terminate without penalty and with no further obligations for payments to Contractor. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Project, this Agreement shall terminate and be of no further force or effect.

## **MEDIATION**

Any claim, dispute or other matter in question arising out of or related to this Agreement, shall be subject to mediation in Sacramento, California, administered the American Arbitration Association or such other mediator as The Center and Contractor shall agree, as a condition precedent to the institution of legal or equitable proceedings by either party.

## **CHOICE OF LAW**

This Agreement shall be governed by and construed under the laws of the State of California.

## **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or .pdf), but which together shall constitute one and the same instrument.

*{Remainder of page intentionally left blank; Exhibits to follow}*

**The Center**  
**Proposed Project Budget**

Applicant Organization: Plumas County Public Health Agency

Start Date: March 1, 2021

End Date: August 31, 2022

**Requested from  
The Center**

**I. Personnel**

Salaries	FTE	
1 Health Education Coordinator II	0.5	\$48,750.00
2 Peer Support Staff	0.725	\$45,826.00
3 Outreach Coordinator	0.1	\$5,828.00
4		
5		
6		
7		
8		
Payroll Taxes and Benefits		\$34,125.00
Consultant Fees		
1 Susanville Indian Rancheria (subcontract)		\$102,000.00
2		
3		
4		
<b>Total Personnel</b>		<b>\$236,529.00</b>

**II. Other Direct Costs**

Miscellaneous (List)	
1 Mobile service for telehealth MAT	\$810.00
2 Phone	\$500.00
3 Office supplies	\$1,400.00
4	
5	
<b>Total Other Direct Expenses</b>	<b>\$2,710.00</b>

**III. Other Expenses (up to 20% of total request)**

Miscellaneous (List)	
1 Syringe disposal	\$6,922.00
2 Regional travel	\$7,057.00
3 Indirect costs	\$28,135.00
4	
5	
6	
7	
8	
9	
10	
<b>Total Other Expenses</b>	<b>\$42,114.00</b>

Indirect (up to 10% of the total request - but as part of the 20% for other expenses - may be allocated for indirect)

**Total Grant Expenses**

**\$281,353.00**

**THE CENTER  
BUDGET JUSTIFICATION**

**Organization Name: Plumas County Public Health Agency**

**Health Education Coordinator II - \$48,750.00**

Project Director is responsible for overall project coordination and oversight. Responsibilities include tracking of project goals and activities, program coordination of staff, providing technical assistance to Susanville Indian Rancheria, and ensuring quality control of the harm reduction program.

Position Title	Staff Name	Annual Salary/Rate	FTE (level of effort)	Number of Months	Cost to Project
Health Education Coordinator II	James Wilson	\$65,000.00	.50	18	\$48,750.00

**Peer Support Staff - \$45,826.00**

This position will be identified by Plumas County Public Health Agency to assist syringe service program participants connect with Telehealth opioid treatment services. This position will conduct regular outreach and deliveries for the program as well.

Position Title	Staff Name	Annual Salary/Rate	FTE (level of effort)	Number of Months	Cost to Project
Peer Support	vacant	\$38,858.00	.725	18	\$45,826.00

**Outreach Coordinator - \$5,828.00**

Outreach Coordinator will assist Project Director to onboard new staff and train them in community outreach. Additional responsibilities include assisting with development of policies and procedures for the project, tech support for the tele-med set-up, data collection, and data entry.

Position Title	Staff Name	Annual Salary/Rate	FTE (level of effort)	Number of Months	Cost to Project
Outreach Coordinator	Chris Dehart	\$38,858.00	.10	18	\$5,828.00

**Payroll Taxes and Benefits – \$34,125.00**

This amount covers the 70% rate for fringe benefits of the Health Education Coordinator II position. The Peer Support Staff will be part-time extra help and therefore ineligible to receive fringe benefits from the County of Plumas.

**Susanville Indian Rancheria subcontract - \$102,000.00**

This amount will pay for staff time to implement syringe services at the Lassen Indian Health Center. Funds will pay for .1 FTE of the clinic manager and .5 FTE of an LVN over an 18-month period to coordinate treatment referrals and case management for 50 patients. This includes participant interviews at periodic times, data collection, and coordinating with community agencies in the delivery of programs and services for people who use drugs and outreach in Lassen County.

**Mobile Service - \$810.00**

A mobile service will be used to connect participants to BrightHeart Health on a tablet. This cost was calculated at \$45.00 per month for 18 months.

**Phone - \$500.00**

Funds are requested to support mobile communication for the syringe services program.

**Office Supplies - \$1,400.00**

Funds are requested to support office expenses of day-to-day activities of the project.

**Syringe Disposal - \$6,922.00**

Funds are requested to pay for the disposal of syringes collected in Lassen County. This amount was estimated based off the amount collected in Plumas County during the first 18 months of operating a syringe services program.

**Regional Travel - \$7,057.00**

These funds will be used for regional travel required in the day-to-day operations of the SSPs. This amount was calculated at 156 miles/week at the GSA rate of \$0.58/mile for 18 months.

**Indirect Costs - \$28,135.00**

Indirect costs includes personnel costs for executive management, accounting, space rental, and general office supplies.

## EXHIBIT II – PROGRAM AND FINANCIAL REPORTING REQUIREMENTS

The Contractor will submit:

- Short monthly reports during the duration of the contract;
- Narrative and Financial Progress Reports during the duration of the contract; and
- A final Cumulative Narrative and Financial Report at the end of the contract.

Required Deliverables:

- Deliverable 1: Sign and return this Agreement.
- Deliverable 2: Submission and approval of Progress Report 1, 2, and short monthly quantitative reports 1-12.
- Deliverable 3: Submission and approval of Progress Report 3, short monthly quantitative reports 13-18, and Cumulative Final Report.

The last day to submit reports is 9/30/2022. The reporting schedule is as follow:

Report	Report Period	Due Date to The Center
Monthly report 1	March 2021	04/15/2021
Monthly report 2	April 2021	05/15/2021
Monthly report 3	May 2021	06/15/2021
Monthly report 4	June 2021	07/15/2021
Monthly report 5	July 2021	08/15/2021
Monthly report 6	August 2021	09/15/2021
<b>Progress Report 1</b>	<b>3/1/2021-8/31/2021</b>	<b>9/30/2021</b>
Monthly report 7	September 2021	10/15/2021
Monthly report 8	October 2021	11/15/2021
Monthly report 9	November 2021	12/15/2021
Monthly report 10	December 2021	1/15/2022
Monthly report 11	January 2022	2/15/2022
Monthly report 12	February 2022	3/15/2022
<b>Progress Report 2 with financial report</b>	<b>9/1/2021-2/28/2022</b>	<b>3/31/2022</b>
Monthly report 13	March 2022	04/15/2022
Monthly report 14	April 2022	05/15/2022
Monthly report 15	May 2022	06/15/2022
Monthly report 16	June 2022	07/15/2022
Monthly report 17	July 2022	08/15/2022
Monthly report 18	August 2022	09/15/2022
<b>Progress Report 3</b>	<b>3/1/2022-8/31/2022</b>	<b>9/30/2022</b>
<b>Cumulative Final Narrative and Financial Report</b>	<b>3/1/2021-8/31/2022</b>	<b>9/30/2022</b>

## Report Outline

Please provide responses for the narrative reports via the online survey instrument. Please provide the financial reports via email in Excel.

### Short Monthly Data Report

- Quantitative Data – submitted monthly via the online survey instrument
  - Total number of new patients initiating each medication below during the month:
    - Buprenorphine
    - Extended-release naltrexone
    - Methadone
  - Of the patients that started treatment with MAT during the month, number of patients whose medication costs were funded by the grant
  - Of the patients that started treatment with MAT during the month, number of patients who also received counseling or other OUD recovery services
  - Total number of new patients receiving any treatment for stimulant use (includes amphetamines, cocaine, prescription stimulants) during the month
  - Total number of new patients receiving contingency management for stimulant use (includes amphetamines, cocaine, prescription stimulants) during the month
  - Of patients who started treatment for stimulant use during the month, number whose treatment costs were funded by the grant

### Progress Report Components (during reporting period)

- Quantitative Data – submitted via the online survey instrument based on the reporting schedule above
  - Total number of unique patients in treatment for opioid or stimulant use (regardless of funding source) who were:
    - Tested for HIV and/or Hepatitis C
    - Provided Hepatitis A & B vaccines
    - Screened for SUDs
    - Screened for mental health
    - Received case management services
    - Provided with counseling services (i.e. provided by certified counselor)
    - Provided with recovery and/or peer support services (i.e. provided by peer support/recovery specialist)
    - Provided with employment support
    - Provided with Recovery Housing
    - Provided with harm reduction services (e.g. syringe exchange, wound prevention, fentanyl testing. Do NOT count naloxone here)
    - Provided services via telehealth
    - Referred to SUD treatment services
    - Referred to SUD recovery support services
    - Referred to housing support services

- Number of naloxone units distributed
- Number of naloxone prescriptions written
- Number of overdose reversals reported
- Number and percentage of your SSP service sites where low-barrier OUD treatment services are available
- Demographic data:
  - Number of all current patients in treatment for opioid or stimulant use who are aged (17 and under/18-24/25-44/45-64/65 and over/unknown)
  - Number of all current patients in treatment for opioid or stimulant use who are (male/female/transgender/non-binary or gender queer/unknown)
  - Number of all current patients in treatment for opioid or stimulant use who are (American Indian or Alaska Native/Asian American/ Black or African American/Native Hawaiian or Pacific Islander/More than one race/White/unknown)
  - Number of all current patients in treatment for opioid or stimulant use who are (Latinx or Chicanx or Hispanic/Not Latinx or Chicanx or Hispanic/unknown)
  - Number of all current patients in treatment for opioid or stimulant use who are pregnant
- Providers
  - Total number of providers currently working in your reporting location who are MAT prescribers (MDs/NPs/PAs with a waiver to prescribe buprenorphine, methadone prescribers)
  - Total number of providers currently working in your reporting location who are MAT prescribers that are ACTIVELY prescribing (have at least one patient on their caseload)
  - Total number of providers currently working in your reporting location who are Nurses (RNs/FNPs) providing opioid or stimulant treatment services
  - Total number of providers currently working in your reporting location who are Certified counselors providing opioid or stimulant treatment related services
  - Total number of providers currently working in your reporting location who are Peer specialists assisting patients in recovery for opioid or stimulant use
  - Total number of providers currently working in your reporting location who are Substance Use Navigators (SUNs)
  - Total number of providers currently working in your reporting location who are Social workers providing opioid or stimulant treatment services
  - Total number of providers currently working in your reporting location who are other staff (clinical or non-clinical)
  - Total number of FTEs currently funded by the grant for MAT prescribers
  - Total number of FTEs currently funded by the grant for Nurses
  - Total number of FTEs currently funded by the grant for Counselors
  - Total number of FTEs currently funded by the grant for Peer Specialists
  - Total number of FTEs currently funded by the grant for SUNs
  - Total number of FTEs currently funded by the grant for Social workers
  - Total number of FTEs currently funded by the grant for other staff

- Outreach
  - Total number of meetings/presentations to external stakeholders (number of events/total number of attendees amongst all events)
  - Total number of webinars held (number of events/total number of attendees amongst all events)
  - Total number of trainings provided (number of events/total number of attendees amongst all events)
  - Total number of other meetings/conventions held (number of events/total number of attendees amongst all events)
  - Total number of outreach materials developed
  - Total number of outreach materials distributed
  - Total number of ads developed
  - Total number of impressions from media sources
  - Total number of website views
  - Target audience for outreach/education activities (potential patients/general public/treatment providers/health care clinics/specialty substance use treatment programs/criminal justice professionals/pharmacies or pharmacists/youth or community/community organization/harm reduction organization/opioid coalitions/other)
- Qualitative Data – submitted via the online survey instrument
  - Describe activities or strategies used to reduce barriers to (a) OUD treatment initiation and (b) treatment retention.
  - Describe what has been your experience in trying to connect clients with treatment and any strategies your program has implemented to address barriers to treatment during the reporting period.
  - What activities or approaches you have used during the reporting period that have increased the meaningful involvement of people who use drugs in the design, execution, and leadership of your project?
  - What is your program planning or doing to promote new and creative ways to increase access to MOUD (new locations, new partnerships, new groups, new supports offered for linkage, new forms of communication with MOUD providers, new services offered onsite)?
  - What activities or approaches have you used during the reporting period that support and improve racial equity practices within the project?
- Financial (when applicable as per the reporting schedule – only with progress report #2)
  - Please provide financial report in Excel.
  - Report actual expenditures compared to the approved budget. Explain all budget variances.

### **Cumulative Final Report Components (over entire contract period)**

- Qualitative Data – submitted via the online survey instrument
  - What are the key highlights or stories from your work about including people who use drugs more meaningfully in planning, executing, and evaluating services?
  - What are the key highlights or stories from your work about including racial equity practices in your project?

- In what ways do you feel that your project has created innovation for the people you serve, inside your organization, and/or in relation to other services for people who use drugs in your area?
- If time and capacity weren't barriers, what would you do differently to increase access to your services for people who use drugs?
- Financial (final report)
  - Please provide financial report in Excel.
  - Report actual expenditures compared to the approved budget. Explain all budget variances.

## Submission Process

There are three types of reports partners will be responsible for submitting:

- Please submit monthly quantitative data via the online survey instrument (<https://www.surveymonkey.com/r/syringemonthly>) by the 15<sup>th</sup> of each following month.
- Please submit all qualitative/quantitative narrative progress reports via the online survey instrument (<https://www.surveymonkey.com/r/MATsyringe>) by the due date listed in the reporting schedule.
- Please submit all financial reports via email to [mataccesspoints@shfcenter.org](mailto:mataccesspoints@shfcenter.org) by the due date (as applicable per the reporting schedule). Subject: "SSP Financial Report" and please include your contract number in the body or subject of the email.

### **EXHIBIT III – FEDERAL EQUAL OPPORTUNITY REQUIREMENTS**

(Applicable to all federally funded agreements entered into by The Center.)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or The Center, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed, and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs, or The Center may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by The Center, the Contractor may request in writing to The Center, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## EXHIBIT IV – DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - 2) Have not written a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - 4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
  - 5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 376.
  - 6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed or debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by The Center;
  - 7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to The Center.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, The Center may terminate this Agreement for cause or default.

## EXHIBIT V – AIR OR WATER POLLUTION REQUIREMENTS

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations, and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

## EXHIBIT VI – SCHEDULE OF FEDERAL FUNDS

There are Federal funds in this contract. Contractor is a subrecipient. Federal funding details for this contract are as follows:

Catalog of Federal Domestic Assistance (CFDA) number: 93.788

CFDA Title: State Targeted Response to the Opioid Crisis Grants

Name of the Federal awarding agency: SAMHSA

Amount in this contract: \$281,353.00

Total Federal Funds in this contract: \$281,353.00

Contractor's (Subrecipient's) DUNS Number is: 119530710

Contractor shall comply with all Federal requirements including OMB requirements for Single Audits (<https://singleaudit.org/program/?id=93.788>), in addition to The Center audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.

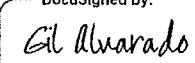
At the sole discretion of The Center, the dollar amount payable under each Federal funding source in above may be changed upon written notice from The Center to Contractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

## RESOURCES

- Medication Assisted Treatment Website - [www.mataccesspoints.org](http://www.mataccesspoints.org)
- SAM (System for Award Management) - [www.sam.gov](http://www.sam.gov)
- MAT Expansion Project page on the DHCS Website - <https://bit.ly/2w2Vx9f>
- [45 CFR Part 75](#)
- For questions regarding the MAT Access Points Project, please contact Nora Dunlap at [ndunlap@sierrahealth.org](mailto:ndunlap@sierrahealth.org) or the general email at [mataccesspoints@shfcenter.org](mailto:mataccesspoints@shfcenter.org)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

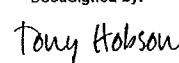
**THE CENTER**

DocuSigned by:  
BY   
Gil Alvarado  
Sr. Vice President of Finance & Administration

DATE: 5/25/2021

**The Center Contract Manager:**  
Sierra Health Foundation:  
Center for Health Program Management  
Nora Dunlap  
Senior Program Officer  
1321 Garden Highway  
Sacramento, CA 95833

**CONTRACTOR**

DocuSigned by:  
BY   
Tony Hobson  
Authorized Representative Signature

Tony Hobson Acting Public Health Director

Print Name of Authorized Representative & Title

DATE: 5/25/2021

**Contractor's Mailing Address:**  
Plumas County Health Department  
Tony Hobson  
Interim Director  
270 County Hospital Road, Suite 206  
Quincy, CA 95971

**Contractor's Contact Information:**  
(530) 283-6342  
[thobson@pcbh.services](mailto:thobson@pcbh.services)

**Secondary Contact Information:**  
James Wilson  
Health Education Coordinator II  
(530) 283-7099  
[jameswilson@countyofplumas.com](mailto:jameswilson@countyofplumas.com)

**Contractor's Tax ID Number:**  
94-6000528

**Contractor's DUNS Number:**  
119530710

**SAMs Expiration Date:**  
9/11/2021

**Contract Number:**  
CA21MAT046



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Susanville Indian Rancheria</b>											
2 Business name/disregarded entity name, if different from above											
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <table border="0" style="margin-left: 20px;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</td> </tr> </table> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p>		<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____				
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate							
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____											
<input checked="" type="checkbox"/> Other (see instructions) ► <b>Native Indian Organization</b>											
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	<input type="checkbox"/> Exempt payee code (if any) _____										
5 Address (number, street, and apt, or suite no.) See instructions. <b>795 Joaquin St</b>	Requester's name and address (optional)										
6 City, state, and ZIP code <b>Susanville, CA 96130-3628</b>											
7 List account number(s) here (optional)											

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

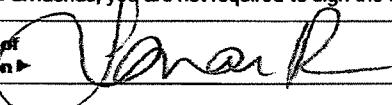
Social security number											
<input type="text"/> <input type="text"/> <input type="text"/>			-		<input type="text"/> <input type="text"/>		-		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
or											
Employer identification number											
<b>9 4 - 2 1 6 5 0 1 6</b>											

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>3/5/21</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.*



Keevin Allred  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

DATE: July 9, 2021

TO: Honorable Board of Supervisors  
FROM: Keevin Allred, Chief Probation Officer  
SUBJECT: Approve the contract between the Plumas County Probation Department and Plumas Rural Services Cognitive Behavioral Restructuring Groups

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### **Recommendation**

Approve and authorize the Chair to sign a contract between the Plumas County Probation Department and Plumas Rural Services for their 16 week Cognitive Behavioral Restructuring Groups program (CBRG) for the 2021-2022 Fiscal Year.

### **Background and Discussion**

The Probation Department contracts with Plumas Rural Services to provide services to help clients recognize distorted or unrealistic thinking and change these thinking patterns to eliminate problematic behavior. CBRG assists clients in changing their criminal thinking with the ultimate goal of preventing crime and future victimization.

## 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 PROBATION DEPARTMENT (hereinafter referred to as "County) and Plumas Rural Services, a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide 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 (\$15,000).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas Rural Services from July 1, 2021 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, all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

\_\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS MVP

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 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 limited 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

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS MVP

- 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.

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS MLP

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. This 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

CONTRACTOR INITIALS MJP

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:

Probation Department  
County of Plumas  
270 County Hospital Rd., Ste. 128  
Quincy, CA 95971  
Attention: Chief Probation Officer

Contractor:

Plumas Rural Services  
711 E. Main St.  
Quincy, CA 95971  
Attention: Michele Piller, Executive Director

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

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

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

25. 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 null and void.

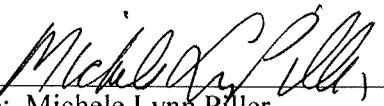
\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS MJP

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

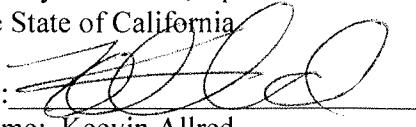
CONTRACTOR:

Plumas Rural Services, a corporation

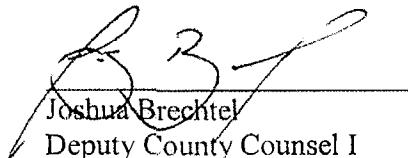
By:   
Name: Michele Lynn Piller  
Title: Executive Director  
Date signed:

COUNTY:

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

By:   
Name: Keevin Allred  
Title: Chief Probation Officer  
Date signed:

Approved as to form:

  
6/28/2021  
Joshua Brechtel  
Deputy County Counsel I

By: \_\_\_\_\_  
Name: Jeff Engel  
Title: Chairman – Board of Supervisors  
Date signed:

Attest:

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board of Supervisors  
Date signed:

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS M L

## **EXHIBIT A**

### **Scope of Work**

Plumas Rural Services provides weekly Cognitive Behavioral Restructuring Groups (CBRG) for persons referred by the Probation Department. Each group will contain a maximum of twelve (12) participants.

CBRG will encourage participants to first develop their ability to recognize distorted or unrealistic thinking when it happens, and then to change that thinking or belief to eliminate problematic behavior. Facilitators will work with program participants to understand their belief system, how their belief system affects their life and the consequences of their beliefs and behaviors.

Participants will commit to a sixteen (16) week program of education, realization and behavioral modification. Participants will be expected to maintain consistent and timely attendance in class, complete all homework assignments, and explore other resources available for their development as well as active participation in class including participation in discussions. Participants must desire to change their beliefs and behaviors as they learn new skills.

The CONTRACTOR will provide direct facilitation of a weekly Cognitive Behavioral Restructuring Group for persons referred by the Probation Department, to be located in Plumas County consistent with accepted best practices utilizing this model. A total of two (2), sixteen (16) week sessions with no more than twelve (12) participants per session will occur during the contract period.

- a. PRS- CBRG will submit to the Plumas County Superior Court and/or Probation Department any necessary and relevant reports including but not limited to proof of enrollment, fees charged, progress reports and a final evaluation.

The COUNTY will provide the following:

- a. Conference room space and room preparation to hold one (1) weekly group.
- b. A Probation Officer assigned to provide ongoing liaison to PRS-CBRG.

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CONTRACTOR INITIALS MW

EXHIBIT B

**Fee Schedule**

Plumas County Probation will provide compensation to PRS for Cognitive Behavioral Restructuring Groups (CBRG). CONTRACTOR will be paid the sum of Fifteen Thousand (\$15,000) Dollars to cover the cost associated with providing two (2), sixteen (16) week groups. Payments are as follows:

- \$7,500 for the first sixteen (16) week group session
- \$7,500 for the second sixteen (16) week group session

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CONTRACTOR INITIALS MLP

**PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

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

**CONSENT AGENDA REQUEST**

For the August 3, 2021 meeting of the Plumas County Board of Supervisors

July 23, 2021

To: The Honorable Board of Supervisors

From: John Mannie, Director of Public Works

Subject: Authorize execution of Service Agreement with IWORQ



**Background:**

Plumas County Public Works (PCPW) has been researching new software to replace its current asset management software as well as potential permit management software. Our current software is quickly becoming out of date and lacks in customer support. The IWORQ software platform stands out above the other packages we reviewed. In the beginning, we will be utilizing this software to maintain our inventory of Street Lights, Traffic Signs, Vehicle Accidents, Drainage Culverts, and Sidewalks. We plan on purchasing the Permit Management module next year. The attached Service Agreement has been reviewed and approved as to form by County Counsel.

**Policy Compliance:**

This recommended action complies with the Plumas County Purchasing Policy.

**Fiscal Impact:**

The initial software setup cost is \$8,000 with a \$5,000 annual subscription fee.

**Staff Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the County Administrator and the Director of Public Works to execute the IWORQ Software Service Agreement.

**Attachments:**

IWORQ Service Agreement



## **IWORQ SERVICE AGREEMENT**

### **For iWorQ applications and services**

Plumas County here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

#### **1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:**

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

#### **2. CUSTOMER RESPONSIBILITY:**

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

#### **3. TRAINING AND IMPLEMENTATION:**

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.



Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

#### **4. CUSTOMER DATA:**

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

#### **5. CUSTOMER SUPPORT:**

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

#### **6. BILLING:**

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

#### **7. TERMINATION:**

Either party may terminate this agreement, after the initial 1-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.



Upon termination (6. TERMINATION), iWorQ will discontinue all application(s) and/or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

#### **8. ACCEPTABLE USE:**

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

#### **9. CUSTOMER IMPLEMENTATION INFORMATION:**

Primary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Secondary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

#### **10. CUSTOMER BILLING INFORMATION:**

Billing Contact \_\_\_\_\_ Title \_\_\_\_\_

Billing Address: \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

PO# \_\_\_\_\_ (if required) Tax Exempt ID # \_\_\_\_\_



**11. ACCEPTANCE:**

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature \_\_\_\_\_

Effective Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Office Number \_\_\_\_\_

Cell Number \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Jeff Engel

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

\_\_\_\_\_  
Name: Heidi Putnam

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:



7/19/2021

Gretchen Stuhr

Plumas County Counsel



## **iWorQ Service(s) Agreement**

### **APPENDIX A**



## iWorQ Price Proposal

<b>Plumas County</b>	<b>Population- 19399</b>
<b>520 Main Street Room 309, Quincy, CA 95971</b>	<b>Prepared by: Kenzie Roundy</b>

### **Annual Subscription Fees**

<b>Application(s) and Service(s)</b>	<b>Package Price</b>	<b>Billing</b>
<b>Public Works Package (Basic)</b>  Package includes: *Work Management *Sign Management *Pavement Management -Available on any computer, tablet, or mobile device using Chrome browser -Track and manage work by location using OpenStreetMap -Work order scheduling and templates -Track inventory, parts, material	<b>\$3,700- \$2,500</b>	Annual



-Sign and Pavement Management with OpenStreetMap -Quarterly GIS Updates		
<b>Asset Management (County Road Based Package)</b>  - Available on any computer, tablet, or mobile device using Chrome browser - OpenStreetMap - Track your bridges, culverts, and ditches - Quarterly parcel upload	\$2,500	Annual
<b>Subscription Fee Total (This amount will be invoiced each year)</b>	<b>\$6,200</b> \$5,000	Annual

## One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$3,000	\$3,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
<b>One-Time Setup Total (This amount will be added year 1)</b>	<b>\$8,900</b>	\$3,000	Year One
<b>Grand Total Due Year 1</b>	<b>\$13,900</b>	\$8,000	

## NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until **July 23<sup>rd</sup>, 2021**.
- III. Discounts provided requires a signed agreement returned prior to **July 23<sup>rd</sup>, 2021**.



IV. **Non-Appropriation of Funds.** The County acknowledges that there has been sufficient funding appropriated for the Agreement for the 2021-2022 Fiscal Year. It is mutually agreed that if, for 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 following 60-day notice from the County. 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 60 days after receiving notice. If funding for any future 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.



2H2

**BECKWOURTH COUNTY SERVICE AREA  
C/O PLUMAS COUNTY ENGINEERING DEPARTMENT  
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**  
*Robert A. Perreault, Jr., P.E.* *County Engineer and Manager, BCSA*

**CONSENT AGENDA REQUEST**

for the August 3, 2021 meeting of the Plumas County Board of Supervisors

Date: July 26, 2021

To: Honorable Governing Board

From: John Mannle, Manager, Beckwourth CSA

Subject: Approval of Payments to Easy Rooter Plumbing for Emergency Repair of BCSA  
Sewer Pump Without a Contract



**BACKGROUND:**

The BCSA operator had been monitoring the excessive run times of the sewer pump for approximately one week when it was determined on June 29, 2021 to conduct an emergency repair to remove suspected debris from the impellor. This required a pump truck to pump the wet well to the bottom. Plumas Sanitation was contacted, but never returned our message. Waters Pumping out of Reno was called, but the soonest they could respond was two weeks out. Easy Rooter Plumbing was recommended by Jet Plumbing and responded on June 30, 2021.

Easy Rooter was able to pump the wet well down within one half hour. This was much more efficient due to the experienced pump truck operator and more powerful pump truck.

The fee from Easy Rooter for pumping the wet well is \$1,650. This is much less than the last wet well pumping operation by Plumas Sanitation which was for \$4,040 for similar pumping operation. Plumas Sanitation had difficulty pumping and took several hours to complete the pumping. By pumping the wet well efficiently, Jet Plumbing was able to minimize their time spent onsite. The Jet Plumbing invoice was not received in time to include on this agenda request.

**RECOMMENDATION**

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Easy Rooter Plumbing totaling \$1,650 without a contract and to ratify all approved work performed to date.





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# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** June 29, 2021

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns *TJ*

**RE:** Agenda Items for the meeting of August 3, 2021

**It is recommended that the Board:**

Approve and sign contract #PCSO00016 between the Plumas County Sheriff's Office (PCSO) and DeMartile Automotive, Inc. in the amount of \$60,000.

**Background and Discussion:**

The term of this contract is 10/01/21 – 09/30/22. This purpose of this agreement with DeMartile Automotive, Inc is to provide maintenance, service and repair to the Sheriff's vehicles.

Agreement has been approved as to form by County Counsel.

### Services Agreement

This Agreement is made this 1st day of October, 2021, 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 DeMartile Automotive, 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 Sixty Thousand Dollars and No/100 (\$60,000.00).
3. Term. The term of this agreement shall be from October 1, 2021 through September 30, 2022, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

DeMartile Automotive, Inc.  
200 E. Main Street  
Quincy, CA 95971  
Attention: Kathy DeMartile

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

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

**CONTRACTOR:**

DeMartile Automotive, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: Evans DeMartile  
Title: CEO

By: \_\_\_\_\_  
Name: Kathy DeMartile  
Title: CFO

**COUNTY:**

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

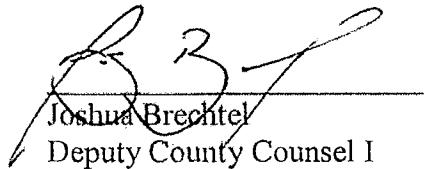
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Puttman  
Title: Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Jeff Engel  
Title: Board of Supervisor, Chair

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

6/21/2021

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Vehicle inspection.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Sale and installation of new tires.
  - f. Engine repair and replacement.
  - g. Drivetrain repair and replacement.
  - h. Diagnostics, including driveability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. 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 \$105.00 per hour.
2. All store parts shall be provided at list price minus ten percent (10%).
3. All dealer ship parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes.
6. LOF changes with inspection shall be charged at \$52.00 (all inclusive) for up to seven (7) quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. 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.
8. 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.



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# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** June 29, 2021

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of August 3, 2021

**It is recommended that the Board:**

Approve and sign contract #PCSO00148 between the Plumas County Sheriff's Office (PCSO) and Bryan Strecker, dba Frank's Garage in the amount of \$60,000.

**Background and Discussion:**

The term of this contract is 09/15/21-09/14/22. This purpose of this agreement is for Sheriff vehicle repairs.

Agreement has been approved as to form by County Counsel.

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand and No/100 Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from September 15, 2021 through September 14, 2022, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Frank's Garage  
270 Crescent Street  
Quincy, CA 95971  
Attention: Bryan Strecker

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

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

**CONTRACTOR:**

Frank Garage, LLC

By: \_\_\_\_\_  
Name: Bryan Strecker  
Title: COE/Manager  
Date:

**COUNTY:**

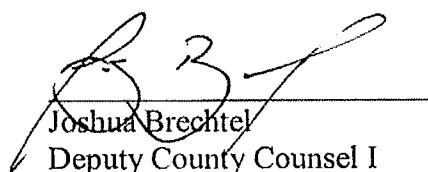
County of Plumas, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff-Coroner  
Date signed: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Puttman  
Title: Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

6/21/2021

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

CONTRACTOR INITIALS \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
  - a. Lube, oil and filter changes (LOF).
  - b. Vehicle inspection.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Sale and installation of new tires.
  - f. Engine repair and replacement.
  - g. Drivetrain repair and replacement.
  - h. Diagnostics, including driveability and mechanical repairs.
2. Notwithstanding the foregoing, Contractor shall not be responsible for providing paint or body repairs.
3. 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 \$65 per hour.
2. All parts shall be provided at cost price plus 5%.
3. LOF changes shall be charged at \$16.25 per hour plus parts at cost.

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.



# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** July 13, 2021

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**RE:** Agenda Items for the meeting of August 3, 2021

**It is recommended that the Board:**

Approve and sign amendment to contract #PCSO00112 between the Plumas County Sheriff's Office (PCSO) and Smile Business Products., Inc.

**Background and Discussion:**

The term of this contract is 09/01/16 – 08/31/21. The purpose of this contract is for copy machine maintenance, equipment, and repair. Scott Tanner Business Equipment was sold to/purchased by Smile Business Products, Inc the parties desire to change the agreement.

Agreement has been approved as to form by County Counsel.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND SMILE BUSINESS PRODUCTS, INC.**

This First Amendment to Agreement ("Amendment") is made on July 6, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Smile Business Products, Inc, a California corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Scott Tanner Business Equipment have entered into a written Agreement dated September 1, 2016 (the "Agreement"), in which Scott Tanner Business Equipment agreed to provide Office technologies, supplies, and services to Plumas County.
  - b. Because Scott Tanner Business Equipment was sold to/purchased by Smile Business Products, Inc the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. This Agreement is made this 1st day of September 2016, 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 Smile Business Products, Inc. a California corporation (hereinafter referred to as "Contractor").
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated September 1, 2016, shall remain unchanged and in full force and effect.

[

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

**CONTRACTOR:**

Smile Business Products, Inc.

By: \_\_\_\_\_  
Name: Joseph Reeves  
Title: COE/President  
Date:

By: \_\_\_\_\_  
Name: Lindann Fleig  
Title: Secretary  
Date:

**COUNTY:**

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

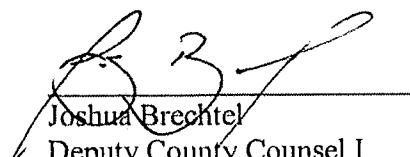
By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff-Coroner  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board of Supervisors  
Date signed:

By: \_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:



7/13/2021  
Joshua Brechtel  
Deputy County Counsel I

Services Agreement

NOV30 16 10:11AM

This Agreement is made this 1st day of September 2016, 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 SCOTT TANNER, an individual, doing business as Scott Tanner Business Equipment (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 Nine Thousand Nine Hundred and Ninety-Nine Dollars and No/100 (\$9,999.00).
3. Term. The term of this agreement shall be from September 1, 2016 through September 1, 2021, unless terminated earlier as provided herein. This term shall be extended automatically on a quarter-to-quarter basis unless either party provides a notice of termination at least thirty (30) days prior to the end of the quarter.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. Upon termination, County shall pay to Contractor a prorated portion of the quarterly rate listed in Exhibit B.
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 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.

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. 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.
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 and venue for any dispute shall lie in Plumas County, California.
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 Sheriff's Office  
1400 East Main Street  
Quincy, CA 95971-9402  
Attention: Dean Canalia, Undersheriff

Contractor:

Scott Tanner Business Equipment  
P.O. Box 236  
Greenville, CA 95947  
Attention: Scott Tanner

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.

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

CONTRACTOR:

  
Scott Tanner, d/b/a  
Scott Tanner Business  
Equipment

Date: 11/29/16

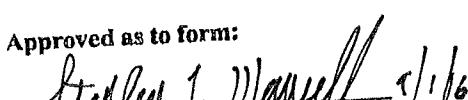
COUNTY:

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

By:   
Name: Sharon Thrall  
Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:

  
Stephen L. Mansell 11/16  
Deputy Plumas County Counsel

## **EXHIBIT A**

### **Scope of Work**

1. Contractor shall provide maintenance services for Sharp MX-6070N, MX-M364N and MX-M565N copy machines, and related parts and equipment (the “Covered Equipment”).
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include inspection, adjustment, parts and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment, black and color toner, and developer. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.
5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional and repairs cannot be completed within twenty-four (24) working hours.

## **EXHIBIT B**

### **Fee Schedule**

1. County shall pay a flat fee of \$324.00 every quarter for up to 54,000 black & white images and 1,400 color images per quarter on the equipment covered by this Agreement.
2. County shall pay an additional \$0.006 for every black & white image made in excess of 54,000 per quarter, to be added to the quarterly invoice.
3. County shall pay an additional \$0.06 for every color image made, in excess of 1,400 per quarter, to be added to the quarterly invoice.
4. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
5. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
6. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
7. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
8. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.



# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** July 14, 2021  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Items for the meeting of August 3, 2021

**It is recommended that the Board:**

Approve and sign contract #PCSO00112 between the Plumas County Sheriff's Office (PCSO) and Smile Business Products, Inc. in the amount of \$9,999.

**Background and Discussion:**

The term of this contract is 09/01/21 – 08/31/26. The purpose of this contract is for copy machine maintenance, equipment, service, and repair.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 1st day of September 2021, 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 SMILE BUSINESS PRODUCTS, INC., a CA 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 Nine Thousand Nine Hundred and Ninety-Nine Dollars and No/100 (\$9,999.00).
3. Term. The term of this agreement shall be from September 1, 2021 through August 31, 2026, unless terminated earlier as provided herein. This term shall be extended automatically on a quarter-to-quarter basis unless either party provides a notice of termination at least thirty (30) days prior to the end of the quarter.
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:

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_\_

- 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

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_\_

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 Department  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Amanda Meisenheimer

Contractor:

Smile Business Products, Inc.  
4525 Auburn Blvd  
Sacramento, Ca 95841  
Attn: Joseph Reeves

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

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

**CONTRACTOR:**

Smile Business Products, Inc.

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

Name: Joseph Reeves

Title: COE/President

Date:

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

Name: Lindann Fleig

Title: Secretary

Date:

**COUNTY:**

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

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

Name: Todd Johns

Title: Sheriff-Coroner

Date signed:

**ATTEST:**

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

Name: Heidi Putnam

Title: Clerk of the Board of Supervisors

Date signed:

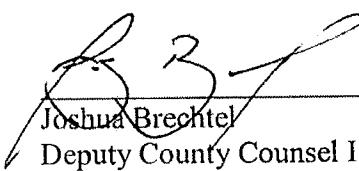
By: \_\_\_\_\_

Jeff Engel, Chair

Board of Supervisors

Date signed: \_\_\_\_\_

Approved as to form:



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

7/13/2021

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

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CONTRACTOR INITIALS \_\_\_\_\_

**EXHIBIT A**

## Scope of Work

1. Contractor shall provide maintenance services for Sharp MX-6070N, MX-M364N and MX-M565N copy machines, and related parts and equipment (the “Covered Equipment”).
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include inspection, adjustment, parts and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment, black and color toner, and developer. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.
5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional and repairs cannot be completed within twenty-four (24) working hours.

COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_\_

## **EXHIBIT B**

### **Fee Schedule**

1. County shall pay a flat fee of \$324.00 every quarter for up to 54,000 black & white images and 1,400 color images per quarter on the equipment covered by this Agreement.
2. County shall pay an additional \$0.006 for every black & white image made in excess of 54,000 per quarter, to be added to the quarterly invoice.
3. County shall pay an additional \$0.06 for every color image made, in excess of 1,400 per quarter, to be added to the quarterly invoice.
4. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
5. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
6. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
7. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
8. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

2J

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pctc@countyofplumas.com](mailto:pctc@countyofplumas.com)  
(530) 283-6260

Kelsey Hostelter, Assistant Treasurer-Tax Collector  
(530) 283-6259

**DATE:** July 14, 2021

**TO:** The Honorable Board of Supervisors

**FROM:** Julie A. White, Plumas County Treasurer-Tax Collector/Collections  
Administrator

**SUBJECT:** Adopt Resolution Authorizing Agreement #063587 between Franchise Tax Board  
Court-Ordered Debt Collection and the Plumas County Treasurer-Tax Collector/Collections  
Division; Authorize Treasurer-Tax Collector to Execute Agreement

**Background and Discussion:**

On January 14<sup>th</sup>, 1997, the Board authorized the Treasurer-Tax Collector to enter into an MOU with the Franchise Tax Board for the collection of court ordered debts.

Revenue and Taxation Code Section 19280-19283 provide authority for FTB to assist counties in the collection of unpaid court-ordered fines, forfeitures and penalties.

FTB has been a proven successful debt collector on behalf of Plumas County for fines and Unsecured taxes for several years.

Thank you.

**COPY**

Resolution No. 21-

**RESOLUTION APPROVING THE AGREEMENT BETWEEN FRANCHISE TAX BOARD-COURT OFFERED DEBT AND PLUMAS COUNTY TERRASURER/TAX COLLECTOR**

WHEREAS, Sections 19280 through 19283 of the Revenue and Taxation Code authorize the collection of unpaid fines, state or local penalties, bail, forfeitures, restitution fines, restitution or any other amounts imposed by a Superior Court of the State of California upon a person or any other entity that are due and payable by the Franchise Tax Board, and

WHEREAS, the County of Plumas desires to enter into a contract with the Franchise Tax Board for the purpose of collection of unpaid delinquent court ordered debt pursuant to Section 1463.007 of the Penal Code.

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

The Treasurer/Tax Collector is authorized and directed to execute the agreement with the Franchise Tax Board to provide collection services for the court ordered debt.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 3<sup>rd</sup> day of August, 2021 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Board of Supervisors

Attest:

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Clerk of the Board

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

December 1, 2020 or date of approval, whichever is later,

THROUGH END DATE

November 30, 2023

3. The maximum amount of this Agreement is:

FTB will charge an Administration Fee in accordance with the governing R &amp; TC (19280-19283) as amended by subsequent legislation.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	GTC417
+ - Exhibit D	Special Terms and Conditions	1
+ - Exhibit E	Court-Ordered Debt Record Layout	14

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

CONTRACTOR BUSINESS ADDRESS

P.O. Box 722

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

TITLE

Plumas Co. Treasurer -

Julie A. White

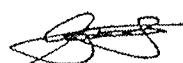
DATE SIGNED

Tax Collector

3/3/2021

CONTRACTOR AUTHORIZED SIGNATURE

Approved as to form:

 2/18/21

COUNTY COUNSEL

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTING AGENCY ADDRESS

P.O. Box 2086

CITY

Rancho Cordova

STATE

CA

ZIP

95741

PRINTED NAME OF PERSON SIGNING

Michael A. Banuelos

TITLE

Procurement and Contracting Officer or Designee

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04.A.2

**EXHIBIT A**  
**SCOPE OF WORK**

**Purpose**

This agreement is entered in between the Franchise Tax Board's Court-Ordered Debt Collections Program, herein after referred to as "FTB-COD," and the County of Plumas, herein after referred to as the "Court/Client," for the purpose of the collection of unpaid court-ordered fines, forfeitures and penalties by the Franchise Tax Board (Agreement).

The Parties agree to abide by the all provisions of this Agreement. Exhibits A, B, D and E attached hereto, and Exhibit C incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

**Legal Authority**

This Agreement is authorized under Revenue and Taxation Code Sections 19280 through 19283 and the Penal Code Sections 1463.010 through 1463.012.

**Duration**

- Term:** The term of this Agreement will be from December 1, 2020 or date of approval, whichever is later, through November 30, 2023.
- Amendments:** This Agreement may be amended by FTB-COD in writing. No alteration or variation of the terms of this Agreement by the Court/Client shall be valid unless made in writing and signed by the parties hereto. Should an Agreement change be necessary, the current Agreement terms will remain in effect until a new Agreement has been signed by all parties.
- Cancellation:** Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice. This Agreement may be terminated immediately, to be followed by written notice, by either party upon material breach by the other party of the terms of this Agreement.

**General Provisions**

The Contract Administrators for this Agreement shall be the following persons:

**Franchise Tax Board**

FTB - Court-Ordered Debt Collections  
Gretchen Moe  
PO Box 1328  
Rancho Cordova, CA 95741-1328  
Phone: (916) 845-5504  
Email: [gretchen.moe@ftb.ca.gov](mailto:gretchen.moe@ftb.ca.gov)

**County of Plumas**

Kelsey Hostetter  
P.O. Box 722  
Quincy, CA 95971  
Phone: (530) 283-6259  
Email: [Kelsey.Hostetter@countyofplumas.com](mailto:Kelsey.Hostetter@countyofplumas.com)  
*hessig*

Return signed Agreement to:

**Franchise Tax Board**

FTB- Court-Ordered Debt Collections  
Hector Aspillera  
P.O. Box 1328, Mailstop A-111  
Rancho Cordova, CA 95741-1328  
Phone: (916) 845-4798  
Email: [hector.aspillera@ftb.ca.gov](mailto:hector.aspillera@ftb.ca.gov)

**EXHIBIT A  
SCOPE OF WORK**

**Definitions:**

1. "Delinquent Amount" is the amount of court-ordered fine, fee, state or local penalty, forfeiture, restitution fine, failure to appear fine, restitution order, or combination thereof, which has not been paid 90 days after payment of the amount first becomes delinquent.
2. "Case" is a Delinquent Amount owed by a person or debtor that has been referred by the Court/Client to FTB-COD for collection.
3. "Account" is the primary location of a debtor's Case or Cases from one or more Court/Client. A unique identification number is assigned by FTB-COD to each debtor that is assigned to our collection program.
4. "Pro Rata Distribution": If the amount collected on an Account is not sufficient to satisfy the sum of the amounts due on each Case comprising the Account referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). The amount collected will be allocated on a percentage basis to each Case comprising the Account. The Pro Rata Distribution for each Case will be calculated by dividing the current balance due for the Case by the total balance due for the Account, multiplied by the amount to be distributed for the Account.
5. "Administrative Fee": The cost for FTB-COD to administer the program, as provided in R&TC Section 19282.

**Court/Client Responsibilities:**

1. **Account/Cases and Amounts Referred for Collection:** The Court/Client is responsible for referring accounts that comply with criteria and dollar amount minimums set forth in R&TC sections 19280-19283 and Penal Code section 1463.010 - 1463.012. The amount referred by the Court/Client may include any interest that accrued prior to the date of referral. The Court/Client may update the debt balance to include any additional accrued interest through the FTB secure automated information exchange process.
2. **FTB-COD Reimbursement:** The Court/Client agrees to work cooperatively with FTB-COD to resolve erroneous payment/debtor refund issues. The Court/Client will be responsible for reimbursing FTB-COD when:
  - FTB-COD initiates the transmittal of funds to the Court/Client.
  - Debtor's check to FTB-COD has been identified as a "Bad Check", and such funds have been transmitted to the Court/Client.
  - Credit card payments are charged back or reversed by debtor, and such funds have been transmitted to the Court/Client.
  - FTB-COD erroneously collected money as a result of inaccurate case data provided by the Court/Client and sent the funds collected to the Court/Client.
3. **Case Balance Adjustments Made by the Court/Client:** Case adjustments to the amount of fees and fines imposed on a person/debtor for cases referred and accepted by the FTB-COD, which are the result of judicial review of the case or payments and/or credits received from the person/debtor, must be immediately communicated by the Court/Client to FTB-COD through the FTB secure automated information exchange process. Case balance adjustments made to cases referred to and accepted by the FTB-COD that are adjusted by the Court/Client while subject to the FTB-COD collection procedures are not eligible for refund of administration fees, if such adjustment resulted in over collection of the case balance.

**EXHIBIT A**  
**SCOPE OF WORK**

4. **Court/Client Collection Activity Suspended:** With the exception of referring accounts to the FTB Interagency Intercept Collections Program, the Court/Client will refrain from any and all collection activity, including referring the Cases/Accounts to another contractor for collection action, on any Cases/Accounts that have been referred to the FTB under this Agreement.
5. **Court/Client to Resolve Disputes with Debtor:** Cases referred to FTB-COD are deemed final, due and payable in full. Questions or disputes that are raised with FTB-COD by a debtor regarding the accuracy of the debt will be referred back to the Court/Client for resolution. FTB-COD collection activity may, at FTB-COD's sole discretion, be suspended pending resolution of the issue.
6. **Information Exchange:** Case Information must be exchanged with FTB-COD through the FTB secure automated information exchange process. The FTB will provide a schedule for weekly processing of client new referrals and case updates to the FTB, and updates back to the Court/Client. Specific case information exchanged is contained in the record layout and is used to manage the case collection process. The Court/Client agrees to follow the most currently prescribed record layout identified in Exhibit E.

FTB-COD will provide an Action File through the FTB secure electronic information exchange process. Data on this file includes, but is not limited to, bills sent to the debtor and cases withdrawn, returned or rejected and sent back to the Court/Client. The Court/Client agrees to process the FTB-COD Action file and to update their case management system before submitting their next case information file.

7. **Payment Notification:** The Court/Client will provide to the FTB-COD a weekly report of any payments received on referred Accounts, regardless of the payment source and location received/collected.
8. **Distribution of Money Collected:** The Court/Client is responsible for distributing amounts received under this Agreement in accordance with applicable law.
9. **Refunds and Administration Fees:** If Cases are referred to the FTB-COD with inaccurate case data, resulting in payments collected erroneously, the Court/Client will refund the erroneously collected payments to the affected parties. The Court/Client agrees to refund the full amount of erroneously collected funds, to include the administration fees, if assessed by the FTB-COD.
10. **Information to be made available:** The Court/Client will make available to the FTB-COD, for use in its collection efforts, all necessary information and the sources of the information, as well as enforcement remedies and capabilities available to the court.

**FTB-COD Responsibilities:**

1. **Collection and Support Services:** FTB-COD will determine the appropriate enforcement remedies and/or services to be utilized for the collection of amounts referred under this Agreement. To the extent authorized by Revenue and Taxation Code Section 19280, subdivision (d)(2), any enforcement remedies and capabilities available to the court shall apply without limitation to Delinquent Amounts referred under the provisions of Revenue and Taxation Code Sections 19280 - 19283 and this Agreement.

**Support Services:** FTB-COD provides the Court/Client with the following services:

- Telephone access for the Court/Client liaisons, available Monday through Friday during typical business hours, except observed state holidays.
- New and Refresher Client Service Training.
- Monthly Collections Report.

**EXHIBIT A**  
**SCOPE OF WORK**

- On a weekly basis, FTB-COD is to provide the Court/Client with a schedule of payments received and applied to the applicable accounts.
- Updates on policies, procedures, and applicable business news through periodic communication notices via email.
- Conference calls for resolution of issues that cannot be resolved through normal Client Liaison telephone contact.
- Call Center for debtors available Monday through Friday, except observed state holidays.
- In the event of a disaster, FTB-COD may not be able to fulfill the aforementioned services until such time as FTB-COD can resume normal business operations.
- Informational Website to include frequently asked questions and technical Updates:  
[My Court-Ordered Debt Account - General Information](#)

2. **FTB-COD Data Sources: Confidentiality of Debtor Information:** The Information Practice Act, Public Records Act, and Revenue and Taxation Code prohibit FTB-COD from disclosing to the Court/Client personal debtor information secured by our collection efforts. In addition, this Agreement does not provide for the use of confidential Federal Tax Returns or confidential tax return information obtained from the Internal Revenue Service.
3. **Case and Data Retention:** All records received by FTB-COD, and any database created, copies made, or files attributed to the records received, will be destroyed when no longer needed for the business purpose for which they were originally obtained. Data will be destructed in accordance with established FTB Data Retention Guidelines, which are four (4) years from the date the last active Case on the Account was withdrawn or closed. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained.

Note: Accounts will not be destroyed per the Data Retention Guideline if:

- A payment was received within the previous four (4) years
- A payment issue is being reviewed
- A credit balance exists on the Account
- A refund, fund transfer or general fund credit existed on the Account within the last four (4) years

4. **Return of Cases:** FTB-COD, at its sole discretion, may return any case that has been pursued for collection to the most practicable extent. Cases will be returned to the Court/Client when any of the following conditions apply:
  - After 12 months, when a case does not have or FTB-COD cannot verify the social security number (SSN) provided by client, and known assets and payments have been collected.
  - After 24 months, when the case has a social security number but we have no activity.
  - Debtor files Bankruptcy.
  - Higher priority debt has been confirmed.
  - Confirmation that a debtor is deceased.
  - A zero balance due.
5. **FTB-COD Installment Agreement:** FTB-COD may, upon proof of debtor's financial condition, in its sole discretion, enter into an installment agreement with the debtor.
6. **Potential Incorrect Debtor (PID)/Identity Theft:** When FTB-COD identifies identity theft or potential incorrect debtor information, the FTB-COD will take appropriate action to remedy resulting adverse effects. Such action will include, but is not limited to:

**EXHIBIT A**  
**SCOPE OF WORK**

- Contact appropriate Courts/Client(s) by phone to inform them of potential identity theft
- Notify the referring client if the referring client provided the incorrect name and/or identifying information, such as the social security number. The referring Court/Client will either withdraw the case or provide correct identifying information.
- Release all orders on account. (Earnings Withholding Order and Order to Withhold).
- Withdraw all cases and return to the appropriate Courts/Client(s).
- Identify any misapplied funds and request a refund from the recipient of the funds or, if not recovered, from Court/Client (if applicable).

7. **Audit By the Court/Client:** FTB-COD agrees that those matters connected with the performance of any work done under this Agreement, including, but not limited to, the costs of administering the Agreement, may be subject to the examination and audit by the Court/Client or its authorized representative, for a period of three (3) years after final payment is made.

8. **Audit Report:** In the event an audit is conducted of the FTB-COD, specifically as to this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the FTB-COD or otherwise specified regarding this Agreement, then FTB-COD shall file a copy of such audit report with the Court/Client within thirty (30) days of FTB-COD's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The Court/Client shall maintain the confidentiality of such audit report(s) to the extent required by law.

9. FTB will charge the maximum 15% Administrative Fee permitted by R&TC Sections 19280-19283, as amended by subsequent legislation, on any and all payments received by the County of Plumas on Cases assigned to FTB-COD. FTB will review its costs annually in arrears, calculate any surplus of administrative fees received by FTB and return such excess to County of Plumas.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Deposits to State Treasury:** All amounts collected by FTB-COD for amounts owing on delinquent court-ordered debts should be transmitted to the State Controller's Office for deposit in the Court Collection Account. Amounts collected pursuant to this program are amounts collected pursuant to a comprehensive program, as provided in Section 1463.007 of the Penal Code.
2. **State Controller Distribution:** The State Controller's Office shall transfer amounts collected to the Court/Client, less the administrative costs of the program. The amount deducted by FTB-COD for administrative costs shall not exceed the maximum percentage of the amount collected that is authorized by Revenue and Tax Code (R&TC) Section 19282. The State Controller's Office shall make transfers at least once each month. This Agreement makes no provision for any such other direction of amounts recovered. This provision shall not be construed to preclude or affect any contractual Agreement by the State Controller and the Court/Client regarding transfers, except as to the deduction for costs of administration.
3. **Invoicing:** For any administrative fees, funds identified as erroneous collections, and/or dishonored checks that are owed by the court/client, FTB shall submit an invoice quarterly in arrears to:

County of Plumas  
P.O. Box 722  
Quincy, CA 95971

4. **Payments Collected In Error:** Payments collected due to the error of FTB-COD will be refunded to the affected parties by FTB-COD. The Court/Client will not be assessed administrative fees on those payments.
5. **Partial Recovery - Pro Rata Distribution:** If the amount collected on an Account is not sufficient to satisfy the amounts referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). The Pro Rata Distribution on each Case shall be a percentage of the amount to be distributed on the Account that is equal to the current balance due for the Case divided by the total current balance due on the Account.
6. **Administrative Fees:** Payments to Cases referred to the FTB-COD for collections and accepted by the FTB-COD are subject to an administrative fee as provided for in R&TC Section 19282. FTB-COD may receive administrative fees for amounts collected within one year from the return of a Case to Court/Client, subject to the fiscal provisions in this Agreement and provisions relating to payments deemed to have been FTB-COD collected. Administrative fees will be assessed on payments received and applied to referred Cases, regardless of where or by whom payment is made, subject to the following exceptions:
  - Payments collected through the FTB Interagency Intercept Collection program (R&TC 19280-19283).
  - Payments collected through liens filed by the Court/Client or an agent for the Court/Client prior to referral to FTB-COD.
  - The payment is collected after the FTB-COD has returned the Case/Account under guidelines set forth in this Agreement, and the FTB-COD cannot prove that the collection resulted from FTB-COD collection activity.
  - Payments that the Court/Client can prove did not result from FTB-COD collection activity
7. **Refunds and Administration Fees:** FTB-COD will refund monies, not yet transferred to the respective Court/Client, to the affected parties wherefrom money was collected erroneously as a result of FTB-COD's actions. Administration fees will not be assessed on monies collected in error by the FTB-COD.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**8. Payment Application for Withdrawn or Returned Cases:** Payments received by FTB-COD on cases that have been withdrawn and/or returned will be applied in the following order:

- Recovery of bad checks
- To the last case that was withdrawn\returned.

Any refund issues resulting from payments on the above case types will be the responsibility of the Court/Client.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

1. **Statement of Confidentiality:** The Franchise Tax Board has confidential taxpayer tax returns and other confidential data in its custody. Unauthorized inspection or disclosure of State returns or other confidential taxpayer data is a misdemeanor (Sections 19542 and 19542.1, Revenue and Taxation Code and 90005, Government Code). Unauthorized inspection or disclosure of confidential data that includes Federal returns and other data is a felony (Sections 7213(a) (1) and 7213A (a) (1) (B) Internal Revenue Code).
2. **Use of Information:** Each party receiving data agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. Each party receiving data further agree(s) that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in the Scope of Work of Exhibit A.
3. **Employee Access to Information:** FTB-COD agrees that the information obtained will be kept in the strictest confidence and shall be made available to its own employees only on a "need-to-know" basis. Need-to-know is based on those authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. FTB-COD agrees to ensure that the information received under this Agreement is disclosed only to those individuals and for such purposes as are specified in this Agreement.
4. **Contingency Clause to Budget Act:** 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 or effect. In this event, the State shall have no liability to pay any funds whatsoever to the Court/Client or to furnish any other consideration under this Agreement, and the Court/Client 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 State shall have the option to either: cancel this Agreement with no liability accruing to the State, or offer an Agreement amendment to the Court/Client to reflect the reduced amount.

5. **Dispute Resolution:** In the event of a dispute, the "Court/Client" shall file a "Notice of Dispute" with FTB's Chief Financial Officer within ten (10) days of discovery of the problem. Within ten (10) days, FTB's Chief Financial Officer, or its/his/her designee, shall meet with the "Court/Client's" Designee for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
6. **Survival of Obligation to Protect Data:** Each party's obligation to protect the data and information received from the other party shall survive the expiration or termination of this Agreement. In the event a party continues to provide any data or information to the other party after the expiration or termination of this Agreement, the receiving party agrees to continue to protect all such data and information received in accordance with the provisions of this Exhibit D, and all applicable state and federal laws.

**COD DEBTOR INFORMATION FILE**

**Revision Date: 02.17.2017**

**SUMMARY RECORD**

The summary record is the control record and contains summary information for the detail records. Multiple sets of detail records may be sent to FTB in a single file. However, for each set of detail records in the file, one summary record must be included and must follow the set of detail records it summarizes. All Summary Records submitted must include the "file create date" and "file create time".

Number	Required	Offset	Name	Width	Notes	Values
1	X	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	1
2	X	2 - 4	Debt Type	3	"COD"	COD
3	X	5 - 6	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
4	X	7 - 11	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
5	X	12 - 16	Sender ID	5	FTB-generated ID used to uniquely identify the sender of the file. This will be either a Client ID or a Service Provider ID.	
6	X	17 - 25	Total Records	9	Total number of detail records per client ID. Zero-filled (e.g., 100 = 000000100)	
7	X	26 - 39	Total Case Balance	14	Total of all cases by client ID. In dollars and cents; sum of referred principal and interest; zero-filled. (e.g., \$100,222.44 = 00000010022244). Optional; if not used enter all zeroes.	
8	X	40 - 47	File Create Date	8	Date this file was created. MMDYYYY	
9	X	48 - 53	File Create Time	6	Time this file was created (24-hour clock). HHMMSS	

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

**COD Debtor Information File Requirements**  
**Detail Record**

- New cases submitted must have a complete first and last name of the debtor.
- New cases submitted must have either a social security number or a date of birth or a driver's license number. Driver's license state of residence is optional.
- New cases submitted must have a balance equal to or greater than \$25.00 with an aggregate account balance equal to or greater than \$100.00.
- New cases with incomplete or undeliverable addresses will be rejected per National Change of Address (NCOA).
- Duplicate case records will result in all duplicates being rejected.
- New cases submitted must provide the "current case balance." This replaces the principal and interest fields on the current record layout.
- Cases submitted must have a "Client ID" number on the record. The Client ID number (Field #10) in the Detail Record must match the Client ID number (Field #4) in the accompanying Summary Record. The Client ID number will be provided by COD to the client.
- Case submitted must have a "Service Provider ID" number if using a service provider. The Service Provider number will be provided by COD to the client. Clients are not required to use a Service Provider.
- Revised cases with balance changes must include the "Revised Balance Reason Code," the "Balance Adjustment" and the "Balance Adjustment Date." Balance revisions will be rejected without this information.
- When revising a case balance, the amount of the adjustment must be provided, not the adjusted case balance amount.
- All Withdrawn cases should provide a withdrawn reason code on the case record.
- Debtor in bankruptcy will have their case(s) either rejected or returned (Return Reason Code 64).
- New cases submitted may have a case origination date (optional)

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

## DETAIL RECORD

This is the primary portion of the file and contains individual case-level information

Number	Required	Offset	Name	Width	Notes	Values
1	X	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	2
2	X	2 - 4	Debt Type	3	"COD"	COD
3	X	5 - 6	Action Type Code	2	This field will indicate if the case record is New, Revised or Withdrawn:	
						bN - New
						bW - Withdrawn
						bR - Revised
4	X*	7 - 18	Current Case Balance	12	*Required only for New cases (bN). Sum of principal and interest for this case (if any); zero-filled (e.g., \$252.44 = 000000025244). Do not adjust balance based on payments you received from FTB.	
5		19 - 20	Withdrawn Reason Code	2	Optional. Only used for Withdrawn cases (bW):	
					PC - Payment Arrangement Made by Client	PC
					CD - Case Dismissed	CD
					HD - Hardship	HD
					BK - Bankruptcy	BK
					DC - Deceased	DC
					IC - Incarcerated	IC
					UC - Uncollectable	UC
					PF - Paid In Full	PF
					TO - Tax Intercept/Offset	TO
					IB - Incorrect Balance	IB
					HP - Court Hearing Pending	HP
					PA - Court Payment	PA
					SE - Sent in Error	SE

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

Number	Required	Offset	Name	Width	Notes	Values
6	X	21 - 22	Revised Balance	2	*Required only for Revised cases (bR) with Balance changes:	
	*		Reason Code			
7	X	23 - 34	Balance Adjustment Amount	12	* Required only for Revised cases (bR) with Balance changes.	
8	X	35 - 42	Balance Adjustment Date	8	* Required only for Revised cases (bR) with Balance changes. (MM/DD/YYYY).	
9	X	43 - 44	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
10	X	45 - 49	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated; must match the Client ID in the Summary Record that corresponds to this Detail Record.	
11		50 - 54	Service Provider ID	5	FTB-generated ID used to uniquely identify a service provider.	
12	X	55 - 84	Client Case Number	30	Case number assigned by the Client.	
13		85 - 94	Client Participant ID	10	Participant ID assigned by the Client	
14		95 - 103	SSN	9	Requirement: Record must include at least one of the following: (SSN, DL, or DOB); Social Security Number (SSN) OR Driver's License (DL) Number AND DL State (optional) OR Date of Birth	
15	X	104 - 123	Driver License Number	20		
16		124 - 125	Driver License State	2		
17		126 - 133	Date of Birth	8		
18	X	134 - 150	Last Name	17	Debtor's last name	
19	X	151 - 161	First Name	11	Debtor's first name	
20		162 - 162	Middle Initial	1	Debtor's middle initial	
21		163 - 192	Street 1	30	*Required only for New cases (bN); Optional for Revised cases (bR); Ignored for Withdrawn cases (bW).	
22		193 - 222	Street 2	30		
23		223 - 227	Apartment/Unit Number	5		

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

Number	Required	Offset	Name	Width	Notes	Values
24		228 - 244	City	17	See Address format tips below.	
25		245 - 246	State	2		
26		247 - 276	Country	30	<u>Military addresses:</u> Use same fields as for domestic addresses; with following changes: Use 'APO' or 'FPO' for city and 'AE', 'AA', or 'AP' as state	
27		277 - 285	Zip Code	9	<u>International addresses:</u> Enter in the City field: City Name, City Codes, Provincial Names, or Mail Codes Zero-filled (e.g., \$252.44 = 000000025244)	
28		286 - 286	Address Status	1	Status of the address	
					R - Returned Mail/Bad Address	R
					F - Foreign Address	F
					G - Good Address	G
29		287 - 294	Address Status Date	8	Date the debtor's address status was determined (MMDDYYYY).	
30		295 - 303	SSN1	9	Additional SSN: Complete if debtor have more than one SSN	
31		304 - 312	SSN2	9	Additional SSN: Complete if debtor have more than one SSN	
32		313 - 321	SSN3	9	Additional SSN: Complete if debtor have more than one SSN	
33		322 - 338	AKA-1 Last Name	17	AKA: Also Known As name for debtor	
34		339 - 349	AKA-1 First Name	11	AKA: Also Known As name for debtor	
35		350 - 350	AKA-1 Middle Initial	1	AKA: Also Known As name for debtor	
36		351 - 367	AKA-2 Last Name	17	AKA: Also Known As name for debtor	
37		368 - 378	AKA-2 First Name	11	AKA: Also Known As name for debtor	
38		379 - 379	AKA-2 Middle Initial	1	AKA: Also Known As name for debtor	
39		380 - 396	AKA-3 Last Name	17	AKA: Also Known As name for debtor	

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

Number	Required	Offset	Name	Width	Notes	Values
40		397 - 407	AKA-3 First Name	11	AKA: Also Known As name for debtor	
41		408 - 408	AKA-3 Middle Initial	1	AKA: Also Known As name for debtor	
42		409 - 418	Home Phone	10	Digits 1-3 are area code, digits 4-10 are phone number (#####-####)	
43		419 - 428	Business Phone	10	Digits 1-3 are area code, digits 4-10 are phone number (#####-####)	
44		429 - 430	Status of Debtor	2	Status of Debtor:	
					EM - Employed	EM
					UE - Unemployed	UE
					AF - AFDC	AF
					SSI - SI	SI
					GA - General Assistance	GA
					IC - Incarcerated	IC
					DC - Deceased	DC
					BB - Bankruptcy	BB
45		431 - 438	Debtor Status Date	8	Date the debtor's status was determined (MMDDYYYY)	
46		439 - 458	Other Driver License Number	20	Use for additional DL information	
47		459 - 460	Other Driver License State	2	Use for additional DL information	
48		461 - 470	Vehicle License Plate Number	10	Vehicle License Plate Number	

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

Number	Required	Offset	Name	Width	Notes	Values
49		471 - 478	Other Date of Birth/Case Origination Date	8	Debtor other known Date of Birth (DOB) or Case Origination Date - MMDDYYYY	
50		479 - 479	Sensitive Debtor Indicator	1	"Y" if debtor prone to violence, "N" if not	"Y" or "N"
51		480 - 480	Bad Check Indicator	1	"Y" if debtor sent bad checks, "N" if not	"Y" or "N"
52		481 - 481	Debtor Warrant Indicator	1	"Y" or "N" if debtor has outstanding warrant for arrest	"Y" or "N"
53		482 - 484	Violation Statute 1	3	Violation Statute 1 as provided by the client	
54		485 - 499	Violation Code 1	15	Violation Code 1 as provided by the client	
55		500 - 502	Violation Statute 2	3	Violation Statute 2 as provided by the client	
56		503 - 517	Violation Code 2	15	Violation Code 2 as provided by the client	
57		518 - 520	Violation Statute 3	3	Violation Statute 3 as provided by the client	
58		521 - 535	Violation Code 3	15	Violation Code 3 as provided by the client	
59		536 - 538	Violation Statute 4	3	Violation Statute 4 as provided by the client	
60		539 - 553	Violation Code 4	15	Violation Code 4 as provided by the client	
61		554 - 556	Violation Statute 5	3	Violation Statute 5 as provided by the client	
62		557 - 571	Violation Code 5	15	Violation Code 5 as provided by the client	
63		572 - 601	Description	30	Use to provide additional information on the case or debtor.	
64		602 - 611	Record ID	10	Client generated unique ID used to identify a record	

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

**COD PAYMENT INFORMATION FILE**

**Revision Date:** 4/21/2009

**SUMMARY RECORD**

The summary record is the control record and contains summary information for the payment detail records.

Number	Offset	Name	Width	Notes	Values
1	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	1 COD
2	2 - 4	Debt Type	3	"COD"	
3	5 - 6	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
4	7 - 11	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
5	12 - 20	Total Records	9	Total number of detail records per client ID. Zero-filled (e.g., 100 = 000000100)	
6	21 - 34	Total Amount	14	Sum of all payments for this unique claim schedule number. In dollars and cents; sum of all payments (regular and overpayment) Zero-filled. (e.g., \$100,222.44 = 00000010022244).	
7	35 - 42	Claim Schedule Number	8	Unique number assigned to a payment batch.	
8	43 - 50	FTB Process Date	8	Date FTB closed the claim schedule.	
9	51 - 64	FTB Admin Fee	14	Total administration fee charged by FTB for this unique claim schedule number. (e.g., \$100,222.44 = 00000010022244).	
10	65 - 78	Amount Remit to Client	14	Total payment amount minus the FTB administration fee. Total Amount - FTB Admin Fee. (e.g., \$100,222.44 = 00000010022244).	
11	79-127	Filler	48	Filler	

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

**DETAIL RECORD**

This is the primary portion of the file and contains individual payment-level information.

Number	Offset	Name	Width	Notes	Values
1	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	2
2	2 - 4	Debt Type	3	"COD"	COD
3	5 - 6	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
4	7 - 11	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
5	12 - 16	Service Provider ID	5	FTB-generated ID used to uniquely identify a service provider.	
6	17 - 46	Client Case Number	30	Case number assigned by the Client.	
7	47 - 55	FTB Participant ID	9	Participant ID assigned by FTB	
8	56 - 64	SSN	9	SSN of Participant only if provided by the Client	
9	65 - 81	Last Name	17	Debtor's last name as provided by the client	
10	82 - 92	First Name	11	Debtor's first name as provided by the client	
11	93 - 93	Middle Initial	1	Debtor's middle initial as provided by the client	
12	94 - 102	Payment Amount	9	Payment Amount (e.g., \$1,222.44 = 000122244)	
13	103 - 111	FTB Admin Fee	9	FTB Administration Fee charged for Payment Received for each case record (e.g., \$1,222.44 = 000122244)	
14	112 - 119	Received Date	8	Date payment was received MMDDYYYY	
15	120 - 127	Payment Type	8	Type of Payment: Regular Overpayment	Regular Overpay

**COD FTB ACTION FILE**  
**Revision Date: 2.3.2015**

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

Number	Offset	Name	Width	Notes	Values
1	1 - 2	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
2	3 - 7	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
3	8 - 12	Service Provider ID	5	FTB-generated ID used to uniquely identify a service provider.	
4	13 - 42	Client Case Number	30	Case number assigned by the Client.	
5	43 - 52	County Participant ID	10	Participant ID assigned by the Client	
6	53 - 61	SSN	9	SSN of Participant if provided by the client	
7	62 - 78	Last Name	17	Debtor's last name as provided by the client	
8	79 - 89	First Name	11	Debtor's first name as provided by the client	
9	90 - 90	Middle Initial	1	Debtor's middle initial as provided by the client	
10	91 - 92	Action Taken Code	2	<b>Rejected Reason Codes</b>	
				01 - Case record was rejected because duplicate of another case record.	01
				02 - Case record was rejected because of invalid record type.	02
				03 - Case record was rejected because of invalid debt type.	03
				04 - Case record was rejected because of invalid action type code.	04
				05 - Case record rejected because of invalid county code.	05
				07 - Case record rejected because of blank client case number.	07
				08 - Case record rejected because new case record balance is less than \$25.00 or invalid.	08
				09 - Case record rejected because the case record does not contain at least one of the following fields: SSN, DL, or DOB	09
				11 - Case record rejected because Last Name is invalid.	11
				12 - Case record rejected because First Name is invalid.	12

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

Number	Offset	Name	Width	Notes	Values
<b>Rejected Reason Codes (cont'd)</b>					
13				13 - Case record rejected because case previously withdrawn or returned, and required modifications were not provided. Must provide updated or new debtor information.	
14				14 - Case record rejected because account balance is less than \$100.00.	
15				15 - Case record rejected because case not found. Review case information.	
16				16 - Case record rejected because the address is Invalid. Refer to U.S.P.S. web site: <a href="http://pe.usps.gov/text/pub28/welcome.htm">http://pe.usps.gov/text/pub28/welcome.htm</a> for assistance in formatting and mailing standards.	
17				17 - Case record rejected because case submitted as revised, but contains no revisions.	
18				18 - Case record rejected because revised balance reason, balance adjustment amount, and/or balance adjustment date were not provided or invalid.	
20				20 - Case record rejected because new case record received for an existing case. Resubmit as revised.	
22				22 - Case record rejected because one or more required fields are blank.	
23				23 - Case record rejected because the person or debtor is involved in an active bankruptcy case.	
24				24 - Case record rejected due to confidential reason(s). (Permanently Uncollectable)	
25				25 - Case record rejected due to confidential > 18 months in effect. Higher priority debt liability status still in effect.	
26				26 - Case record rejected because case previously returned and cannot be automatically reactivated. Contact FTB liaison for assistance - only when new address or asset information is available.	
27				27 - Case record rejected because Service Provider ID is invalid.	

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

Number	Offset	Name	Width	Notes	Values
<b>Return Reason Codes</b>					
		60 - Return Case: Unable to locate debtor with no SSN		60	
		61 - Return Case: Zero Balance		61	
		62 - Return Case: Confidential > 18 months Higher debt liability still in effect.		62	
		63 - Return Case: Unable to locate asset with provided SSN		63	
<b>Informational Update Codes</b>					
		80 - Confidential Case accepted but debtor has a higher debt liability.		80	
		81 - Demand for Payment Notice		81	
		82 - Earnings Withholding Order		82	
		83 - Order to Withhold		83	
		84 - Continuous Order to Withhold		84	
		85 - Installment Agreement notice		85	
		86 - Case record withdrawn by Client.		86	
		87 - Case record withdrawn by FTB		87	

**EXHIBIT E**  
**COURT-ORDERED DEBT RECORD LAYOUT**

Number	Offset	Name	Width	Notes	Values
11	93 - 100	Action Date	8	Date the action was taken MM/DD/YYYY	
12	101 - 111	FTB Billing Number	11	FTB's unique number used to identify the specific notice. Will be populated only with the following codes: 81, 82, 83, 84, 85	
13	112 - 121	Record ID	10	Client generated unique ID used to identify a record	
14	122 - 732	Rejected Record Content	611	Data contained in the rejected record	

**EXHIBIT E**  
**COURT ORDERED DEBT RECORD LAYOUT**

**COD CLIENT RECONCILIATION REPORT - CSV FILE LAYOUT**  
**Revision Date:** 3.26.2009

**Summary:**

The Client Reconciliation Report is a comma-separated values CSV) file. Each line in the CSV file corresponds to a row in the report. Within each line, the fields are separated by commas. Each field belongs to one column in the report. The table below describes the data contained within each field.

Field Number in Line	Column Name in Report	Column Description
1	Client Case Number	The case number provided by the Client when the Client submitted the case to COD.
2	Case Status	The current COD case status associated with the Client Case number. Valid statuses = ACTIVE, WITHDRAWN, or RETURNED
3	Case Balance	The current COD balance for the case at the time of this report, in dollars and cents (e.g., 430.62).
4	COD Account Number	COD's internal participant Account Number associated with Client's case number. Two letters followed by seven numbers (e.g., CE1234567).
5	COD Account Status	The current COD account status. Valid statuses = OPEN or CLOSED
6	Client ID Number	The COD Client ID.
7	Date	The date this reconciliation report was created - MM/DD/YYYY (e.g., 01/13/2009).

## **Hostetter, Kelsey**

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**From:** Rogers, Kristina  
**Sent:** Wednesday, February 24, 2021 3:01 PM  
**To:** Hostetter, Kelsey  
**Subject:** RE: 21-097  
**Attachments:** 21-097 FINAL.pdf

GREAT, HERE IS THE APPROVED AGREEMENT. THE RESOLUTION DOES NOT HAVE TO BE SIGNED BUT IS APPROVED AS WELL.

THANK YOU.

KRISTINA ROGERS  
PARALEGAL III / OFFICE MANAGER  
PLUMAS COUNTY COUNSEL  
520 MAIN STREET, ROOM 302  
QUINCY, CA 95971  
P (530) 283-6240 F (530) 283-6116

*“Life’s a Journey not a Race”*

**PLUMAS COUNTY CLERK~RECORDER**

**Recorder Division** (530) 283-6218  
**Elections Division** (530) 283-6256

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520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 Fax: (530) 283-6155

DATE: July 15, 2021

TO: The Honorable Board of Supervisors

FROM: Marcy DeMartile,  
Plumas County Clerk-Recorder *Marcy*

SUBJECT: Authorize the County Clerk-Recorder to fill recruit and fill the  
funded and allocated 1.0 FTE Election Services Assistant  
position

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**Background**

The currently held Election Services Assistant position will become vacant on July 30, 2021 due to a resignation from our department and county employment.

**Recommendation**

Authorize the County Clerk-Recorder to recruit and fill the funded and allocated 1.0 FTE Election Services Assistant position.

**Attachments:**

Critical Staffing Memo  
Job Description  
Organizational Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Legal Services Assistant**

- Is there a legitimate business, statutory or financial justification to fill the position?  
*Yes. The Election Services Assistant position is essential in the maintaining and updating of voter registration information; reporting all required documentation to the Secretary of State; and assisting in the planning and execution of all aspects of the election process. .*
- Why is it critical that this position be filled at this time?  
*We are requesting that this position be filled as soon as possible as there are currently two elections scheduled for 2021 and the 2022 California Primary Election, which processes begin in December 2021.*
- How long has the position been vacant?  
*The position will become vacant on July 30, 2021 due to a resignation within the department.*
- Can the department use other wages until the next budget cycle?  
*The department's wage and benefits portion of the 2021-2022 budget includes funding for this position.*
- What are staffing levels at other counties for similar departments and/or positions?  
*Other counties have multiple Election clerks and Election Services Assistants, the equivalent to Plumas County's Elections Services Assistant position to handle the daily and required duties of maintaining the voter registration database and assisting in the conducting of all election processes.*
- What core function will be impacted without filling the position prior to July 1? *This position is essential within the Department.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?  
*None*
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?  
*None*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?  
*No*
- Does the budget reduction plan anticipate the elimination of any of the requested positions?  
*No*
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?  
*No*
- Does the department have a reserve? **N/A** If yes, provide the activity of the department's reserve account for the last three years?

CRITICAL STAFFING COMMITTEE  
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: July 15, 2021

DEPARTMENT TITLE: County Clerk-Recorder / Elections

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 20100

POSITION TITLE: Election Services Assistant

IS POSITION CURRENTLY ALLOCATED? YES X NO \_\_\_\_\_

**For Committee use only**

Date of Committee Review: \_\_\_\_\_

Determination of Committee? \_\_\_\_\_ Recommended  
\_\_\_\_\_ Not Recommended

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date to Board of Supervisors: \_\_\_\_\_

Board Action: \_\_\_\_\_ Approved \_\_\_\_\_ Denied

Board Modifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

**ELECTIONS SERVICES ASSISTANT I****DEFINITION**

Under supervision, perform a variety of functions relative to the County Clerk-Recorder-Election Division including; performing a variety of technical and general assignments which include processing voter registrations, filing election and legal documents, keeping databases accurate and up to date, assisting with the candidate nomination and filing process and providing a variety of routine administrative support tasks.

**DISTINGUISHING CHARACTERISTICS**

This is the entry and first working level in the Elections Services Assistant class. This class is distinguished from the Elections Services Assistant II by the performance of the more routine tasks and duties assigned to positions within the series. Incumbents are expected to enter the work area with office skills and background, are expected to be familiar with the functions of the County Clerk-Recorder-Election Division.

**REPORTS TO**

Reports to the Elections Coordinator.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **ELECTIONS SERVICES ASSISTANT I - 2**

### **EXAMPLES OF DUTIES**

Duties may include, but are not limited to the following:

- Performs a variety of complex and specialized support work for the conduct of Federal, State, Local and Special District elections.
- Registers voters; maintains voter registration records; processes Vote by Mail requests; participates in the issuance, acceptance and verification of nomination papers, petitions, candidate and Fair Political Practices Commission (FPPC) committee filings; compiles a variety of data for special reports, forms and periodic reviews.
- Provides updated information to social media site.
- Responsible for assisting in the operation of the Elections Division voter and election management system, including programing for elections, preparing disks and reports for candidates, committees and the Secretary of State.
- Refers questions regarding election policies and procedures to appropriate staff within scope of authority.
- Performs election activities including preparing, assembling and distributing publications, notices, voter information guides and official ballots, processes and tracks Vote by Mail ballots.
- Assists in testing election and ballot tabulation equipment, conducting official canvass and certification of election and/or recount results.
- Provides proofreading for ballots, voter information guides and other printed election material. May provide voice audio materials for Voters with Specific Needs.
- Provides assistance to the Elections Coordinator.
- Builds and maintains positive working relationships with co-workers, other county employees, and the public using principles of good customer service. Contributes to a positive work environment.
- May be occasionally assigned to perform County Clerk-Recorder duties to meet workload demands.
- May be required to work extended hours and weekends as needed during peak election periods and attend out of county training as needed.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50 lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

## **ELECTIONS SERVICES ASSISTANT I - 3**

### **TYPICAL WORKING CONDITIONS**

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

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic understanding of voter registration and the election process.
- Current computer systems, applications such as Excel, Word and Power Point, spreadsheets and databases.
- Basic legal terminology.
- Principles of English grammar, spelling and punctuation.
- Basic math skills.
- Office methods, practices, and procedures, including accuracy in filing, letter and report writing.
- Comprehensive public contact techniques.

#### **Ability to:**

- Implement policies and procedures while assuring compliance with department and division goals and objectives.
- Research, reading and understanding relevant Federal, State, County, Municipal, School and Special District statutes, rules, ordinances, codes and regulations.
- Accept direction regarding prioritizing multiple tasks, projects and demands.
- Work within deadlines to complete projects and assignments.
- Effectively identify and recommend solutions to problems.
- Work under pressure of constant deadlines, with multiple priorities in fast-paced conditions.
- Read and follow written and verbal instructions.
- Read and understand geographical mapping terminology.
- Read and compare handwritten signatures rapidly and accurately.
- Efficiently utilize time management skills.
- Ability to understand and apply confidentiality procedures regarding voter files.

## **ELECTIONS SERVICES ASSISTANT I - 4**

### **Training and Experience:**

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

Two (2) years of governmental, computer or administrative experience in a customer service based office.

Substitution: Associate's degree may be substituted for one (1) year of required work experience.

### **Special Requirements:**

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

Must pass a Department of Justice (DOJ) background check as a condition of employment.

Must possess 40 words per minute typing certificate or pass exam.

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.

**ELECTIONS SERVICES ASSISTANT II****DEFINITION**

Under general supervision, perform a variety of functions relative to the County Clerk-Recorder-Election Division including registering voters, conducting elections, processing voter registrations, filing election and legal documents; performing a variety of technical and general assignments which include evaluating and maintaining voter registration and election databases, providing a variety of routine administrative support tasks.

**DISTINGUISHING CHARACTERISTICS**

This is the journey level within the Elections Services Assistant class series. This class is distinguished from the Elections Services Assistant I by the performance of the full range of duties with general supervision. Incumbents perform a variety of assignments, requiring substantial experience and working background. At the journey level the incumbent is knowledgeable in the applicable sections of federal, state and county statutes, rules, ordinances, codes and regulations pertaining to voter registration and election activities; and the policies and procedures of the County Clerk-Recorder-Election Division.

**REPORTS TO**

Reports to the Elections Coordinator and Assistant Clerk-Recorder.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **ELECTIONS SERVICES ASSISTANT II - 2**

### **EXAMPLES OF DUTIES**

Duties may include, but are not limited to the following:

- Performs a variety of difficult, complex and specialized support work for the conduct of Federal, State, Local and Special District elections.
- Registers voters; maintains voter registration records; maintains Vote by Mail files and requests; participates in the issuance, acceptance and verification of nomination papers, petitions, candidate and Fair Political Practices Commission (FPPC) committee filings; monitors the county data processing system, compiles a variety of administrative data for special reports, forms and periodic reviews.
- Assists in the operation of the Elections Division voter and election management system, including programming for elections, preparing disks and reports for candidates, committees and the Secretary of State.
- Interprets, applies, and explains election laws, policies and procedures within scope of authority.
- Performs election activities including preparing, assembling and distributing publications, notices, official ballots, voter information guides, processes and tracks Vote by Mail ballots.
- Assists in programming, testing and certification of election and ballot tabulation equipment, conducting official canvass and certification of election and/or recount results.
- Responds to public inquiries, and refers to appropriate staff member as needed; explains the application of statutes and regulations.
- Provides proofreading for ballots, voter information guides and other printed election material.
- Provides assistance to the Elections Coordinator.
- Builds and maintains positive working relationships with co-workers, other county employees, and the public using principles of good customer service. Contributes to a positive work environment.
- May be assigned to perform County Clerk-Recorder duties to meet workload demands.
- May be required to work extended hours and weekends as needed during peak election periods.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

## **ELECTIONS SERVICES ASSISTANT II - 3**

### **TYPICAL WORKING CONDITIONS**

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

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Elections, voter registration, candidate filing and political reform act procedures and practices.
- Current computer systems, applications and databases.
- Applicable sections of federal, state and county statutes, rules, ordinances, codes and regulations pertaining to voter registration and election activities.
- County and department policies and procedures.
- Basic legal terminology.
- Principles of English grammar, spelling and punctuation.
- Basic math and accounting skills.
- Office methods, practices, and procedures, including filing, letter and report writing.
- Comprehensive public contact techniques.
- Functions of VoteCal, the statewide voter registration database.
- California online voter registration process

#### **Ability to:**

- Plan and implement policies and procedures while assuring compliance with department and division goals and objectives.
- Read, understand, interpret and apply relevant Federal, State, County, Municipal, School and Special District statutes, rules, ordinances, codes and regulations.
- Assess and prioritize multiple tasks, projects and demands.
- Work within deadlines to complete projects and assignments.
- Effectively identify and recommend solutions to problems.
- Work within deadlines to complete projects and assignments.
- Assess, analyze, identify and recommend solutions to problems.
- Work under pressure of constant deadlines, with multiple priorities.
- Read and following written and verbal instructions.
- Read and understanding geographical mapping terminology.
- Read and compare handwritten signatures rapidly and accurately.
- Understand and apply confidentiality procedures regarding voter files.

## **ELECTIONS SERVICES ASSISTANT II - 4**

### **Training and Experience:**

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

Two (2) years of governmental, computer or administrative experience in a clerk-recorder's office is preferred.

OR

Two (2) years of governmental, computer or administrative experience and one (1) year of experience equivalent to the Elections Services Assistant I.

Substitution: Associate's degree may be substituted for one (1) year of required work experience.

### **Special Requirements:**

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

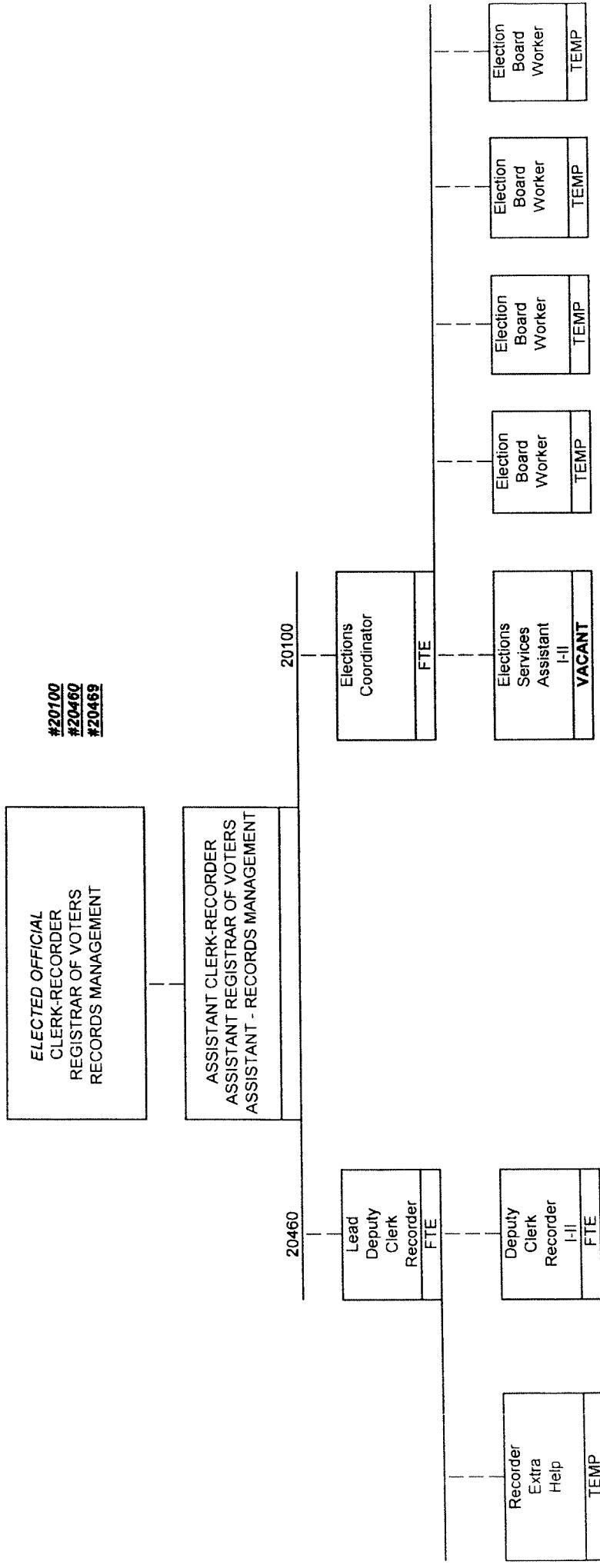
Must pass a Department of Justice (DOJ) background check as a condition of employment.

Must possess 40 words per minute typing certificate or pass exam.

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.

## ORGANIZATIONAL CHART

3/20/2020



# PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242

3B



*Lindsay Fuchs  
County Librarian*

DATE: July 13, 2021  
TO: Honorable Board of Supervisors  
FROM: Lindsay Fuchs, Plumas County Librarian  
RE: Adopt the Resolution to update the established county office hours for Plumas County Library.

### **Recommendation:**

Adopt the Resolution to update the established county office hours for Plumas County Library.

### **Background:**

We are requesting several changes to the permanent schedule for the Plumas County Library Branches to better match their corresponding community and the overall library needs.

The requested permanent changes include:

- The Chester Branch switching its closed day from Friday to Monday so they are open Tuesday – Saturday. This matches the community's shopping and outdoor habits, in that the majority of Chester stores are closed on Mondays, rather than Friday. This also helps us better serve the members of the community who come up for weekends only, as well as makes marketing and programming easier to remember, set, and participate in.
- Starting the winter schedule for Chester Branch a month earlier in November to better follow sunlight hours.
- Close the Chester Branch for lunch from 12pm-12:30pm instead of 1pm-1:30pm to match requested patron service hours.
- Open the Quincy Branch two hours earlier on Mondays to match requested patron service hours.

- Give Portola Branch a summer and winter schedule rather than keep the Branch open unnecessarily late during winter on Thursdays. (This is the same summer/winter months Chester Branch uses.)
- Open the Greenville Branch thirty minutes later on Mondays – Thursdays. This is to balance out staffing shortages so when necessary, one Extra Help worker can cover all four days during the week and stay within their 29hour/week cap.

#### **Fiscal Impact**

There is no financial impact to the Regular or Other Wages. The requested Chester and Portola changes keep the total hours the same. The requested Quincy changes can be covered by a permanent workers' current FTE and/or the increased hours for an Extra Help worker match the decreased hours from the Greenville Branch.

Plumas County Resolution Number \_\_\_\_\_

**A RESOLUTION UPDATING THE ESTABLISHED COUNTY OFFICE HOURS FOR  
PLUMAS COUNTY LIBRARY**

**WHEREAS**, the Board of Supervisors has previously adopted an Established County Office Hours schedule for County Departments including Plumas County Library by Resolution 12-7818 pursuant to Government Code section 24260 and Plumas County Code section 2-4.201; and

**WHEREAS**, the Plumas County Library's office hours are fixed by resolution, which requires amendment prior to a change in the office hours; and

**WHEREAS**, the schedule has not been revised since September 2012 and the hours for the Plumas County Library, found in section 2(A) of Resolution 12-7818, are in need of updating; and

**WHEREAS**, the current and updated schedule for Plumas County Library is attached as Exhibit "A" to this resolution; and

**WHEREAS**, the current and updated schedule for Plumas County Library as outlined in Exhibit "A" goes into effect September 6, 2021.

**NOW, THEREFORE, BE IT RESOLVED**, by the Plumas County Board of Supervisors that Resolution 12-7818 is hereby amended to remove section 2(A) and incorporate the new Plumas County Library service hours beginning on September 6, 2021, set forth in Exhibit "A".

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, as a regular meeting of said Board held on the \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

---

Heidi Putnam  
Clerk of the Board of Supervisors

Jeff Engel, Chair  
Plumas County Board of Supervisors

Approved as to form:



Sara James  
Deputy County Counsel II

7/14/2021

## Exhibit A

The new established hours for each Plumas County Library Branch is as follows:

### **Quincy:**

Monday	10:00 a.m. - 6:00 p.m.
Tuesday- Thursday	10:00 a.m. - 5:30 p.m.
Friday - Saturday	11:00 a.m. - 3:00 p.m.

### **Chester:**

#### *Summer Schedule (April 1 – Oct 31):*

Tuesday, Wednesday, Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Thursday	12:00 p.m. – 5:00 p.m., 5:30 p.m. – 7 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

#### *Winter Schedule (Nov 1 – March 31):*

Tuesday – Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

### **Greenville:**

Monday- Thursday	10:30 a.m. – 1:00 p.m., 1:30p.m. - 5:30 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

### **Portola:**

#### *Summer Schedule (April 1 – Oct 31):*

Monday – Wednesday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Thursday	12:00 p.m. – 4:00 p.m., 5:00 p.m. – 7:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

#### *Winter Schedule (Nov 1 – March 31):*

Monday – Thursday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

3C(1+2)



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** June 21, 2021

**To:** Honorable Board of Supervisors

**From:** Dana Loomis

**Cc:** Nancy Selvage

**Agenda:** Item for August 3, 2021

**Recommendation:** Approve the attached Resolution to Amend the FY 2021-22 County Personnel Allocation in Budget Unit 20640 (Veteran's Services) to include an Administrative Assistant I/II and Direct Human Resources to recruit and fill for the 1.00 FTE position of Veterans Service Representative I/II Or Administrative Assistant I/II due to resignation.

**Background:** The State of California, through the California Department of Veterans Affairs (CDVA) provides funds of the current Plumas County Veterans Services Office budget. This revenue is generated through three State implemented programs: County Subvention, Medi-Cal Cost Avoidance (MCCA) and the Veterans Service Office Fund (VSOF), and are distributed through the California Department of Veterans Affairs. As all fifty-eight Counties participate equally in these revenue programs, actual revenue per County can fluctuate dramatically from year to year depending on the workload and other factors of each office during each reporting period.

The Veterans Services Representative or Administrative Assistant I/II will assist with administering and providing a program of Veteran's Services and benefits as provided by Federal, State and local agency monies and regulations; to learn and assist with counseling and advising veterans and dependents on their benefits in Plumas County as well as critical outreach activities.

Without this position there will be a serious shortage of available staff to meet essential outreach services. It is critical that this position be filled in order to meet state mandates and services to veterans of Plumas County.

**Fiscal Impact:** There will be no impact on the county general fund as the requested personnel allocation change will not result in a net change of staff or any additional FTEs.

A copy of the critical staffing request and organizational chart is attached for your review.

Please contact me if you have any questions or need additional information. Thank you.



530-283-6337 OFFICE  
530-283-6425 FAX



270 County Hospital Rd, Suite 206  
Quincy, California 95971



<http://countyofplumas.com/publichealth>

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AMENDING THE 2021-2022 COUNTY PERSONNEL ALLOCATION FOR VETERAN'S SERVICE'S BUDGET UNIT 20640, EFFECTIVE JULY 6, 2021.**

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

**WHEREAS**, this position is necessary in the daily operational needs of the Public Health Agency, Veterans Services Programs; and

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

The County's Personnel Allocation is amended to reflect the following:

<b>Budget Unit 20640</b>	<b>Current</b>	<b>Proposed</b>	<b>Final</b>
<b>Veteran's Services Representative I/II or Administrative Assistant I/II</b>	<b>1.00</b>	<b>0.00</b>	<b>1.00</b>

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 6<sup>th</sup> day of July, 2021 by the following vote:

**AYES:** Supervisors:  
**NOES:** Supervisors:  
**ABSENT:** Supervisors:

---

Chair, Board of Supervisors

---

Clerk, Board of Supervisors

## CRITICAL STAFFING REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: August 3, 2021

DEPARTMENT TITLE: Veterans Services Office

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 20640 1.00 FTE

POSITION TITLES: .70 FTE Veterans Services Representative I/II or Administrative Assistant I/II

ARE POSITIONS CURRENTLY ALLOCATED? YES X NO       

- **Is there a legitimate business, statutory or financial justification to fill the position?**
- **Why is it critical that this position be filled at this time?**
- **How long has the position been vacant?**

*This position assists with administering and providing a program of Veteran's Services and benefits as provided by Federal, State and local agency monies and regulations; to learn and assist with counseling and advising veterans and dependents on their benefits in Plumas County.*

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

*This position is budgeted and funded in the current year. Any position that is not filled permanently could be filled by extra help by moving regular wages to other wage.*

*There are many technical aspects to Veterans Services vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis.*

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

*Compared to regional counties and counties of similar size, we have a very small veteran's services staff.*

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

*Lack of compliance with state and federal funds.*

- **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?**

*Not filling the position will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.*

- 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?**

*Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.*

- 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?**

*N/A. This requested position is fully funded by contract for the 21-22 fiscal year. Filling this position helps Veterans Services draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.*

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

*No*



**3DI**  
DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

DATE: JULY 15, 2021  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR AUGUST 3, 2021  
RE: SOCIAL SERVICES TRENDS REPORT

**It is Recommended that the Board of Supervisors**

Receive and file the Social Services Trends report.

**Background and Discussion**

Social Services Trends is a semi-annual report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through June 30, 2021.

Copies: PCDSS Management Staff  
Members of the Board of Supervisors

Enclosure

## SOCIAL SERVICES TRENDS

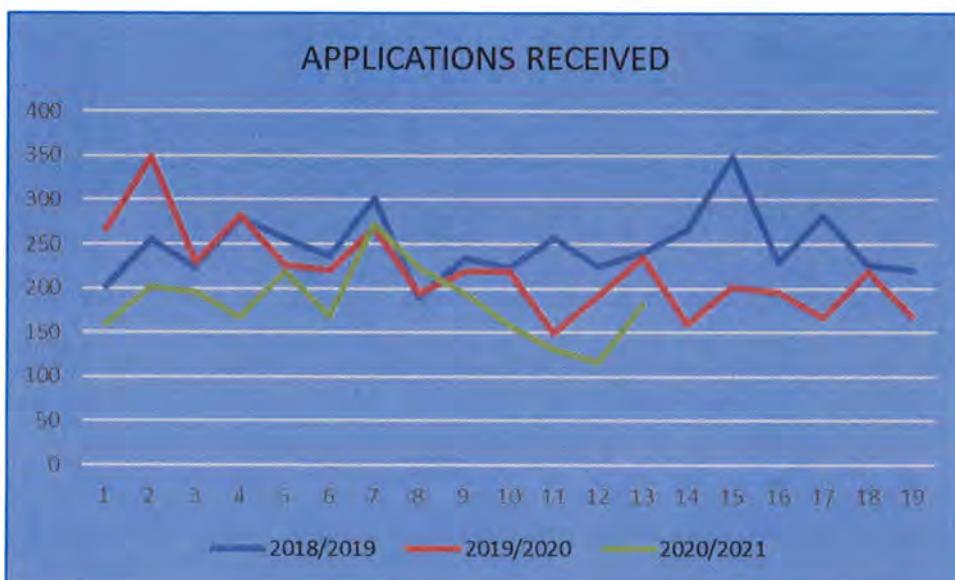
**Semi-Annual Ending: June 30, 2021**

**Social Services Trends** is a semi-annual report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the first half of the year that ended June 30, 2021. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

### **I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION**

#### **A. APPLICATIONS RECEIVED**

The overall trend for applications has declined during the first six months of 2021. The average number of applications for the second half of 2020 was 206 per month. During the first six months of 2021 the average was 182 per month. It's possible that the increased stimulus payments have impacted the number of applications received. Clients were encouraged to complete applications online and submit them through C-4 Yourself. During the first half of 2021 CalFresh received the most applications of all programs available.



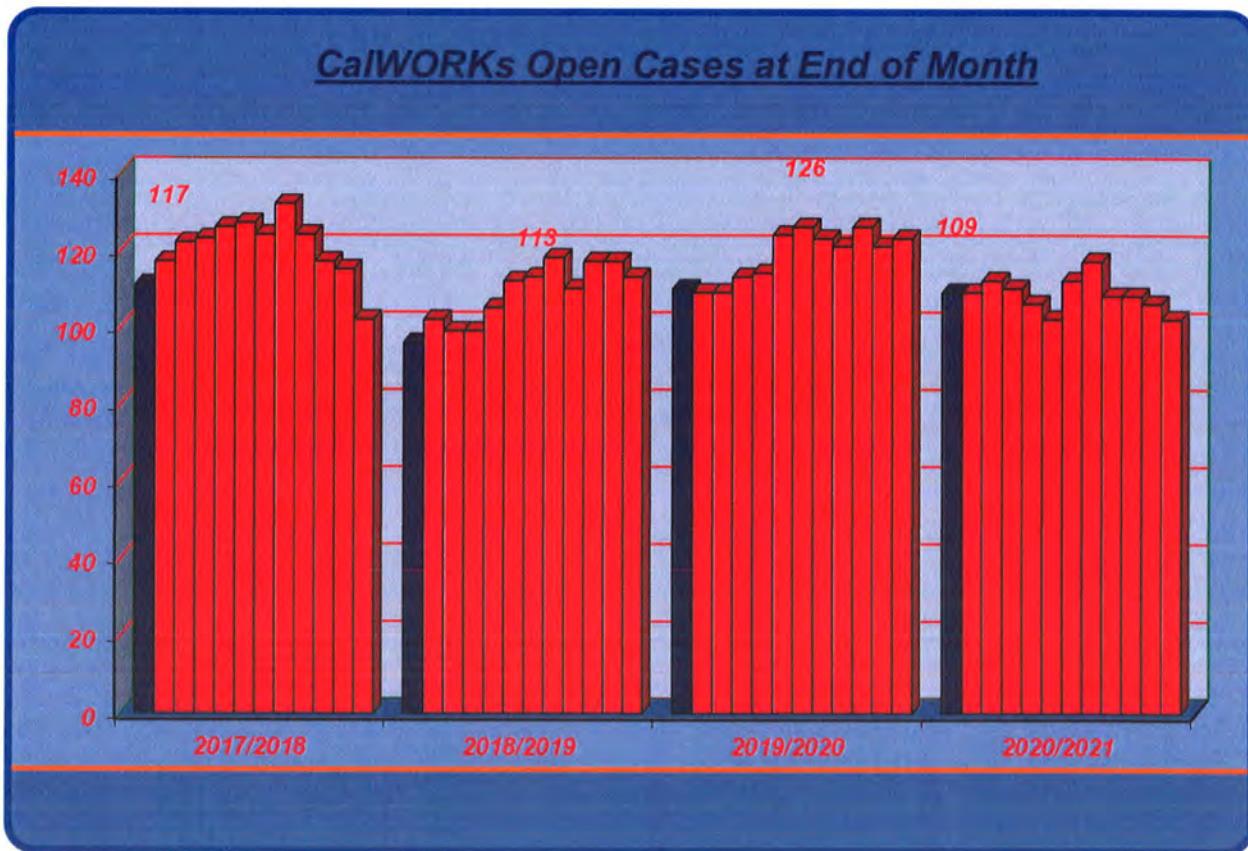
## **B. CONTINUING CASES**

### **(1). Cash Assistance (AFDC/CalWORKs)**

The average number of open CalWORKs cases per month during the first six months of 2021 was 109. The case count has continued to remain relatively steady over time. The average caseload for CalWORKs cases in the system at the end of December 2020 was 108. The continued stability of the case count is encouraging considering the restrictions on employment during the pandemic. The Department continues to assist many non-needy relative cases where a close relative is providing care for an eligible child.

#### **Average Monthly Caseload**

2017/2018	120
2018/2019	108
2019/2020	116
2020/2021	112



## **(2). CalFresh (Supplemental Nutrition Assistance Program) Assistance**

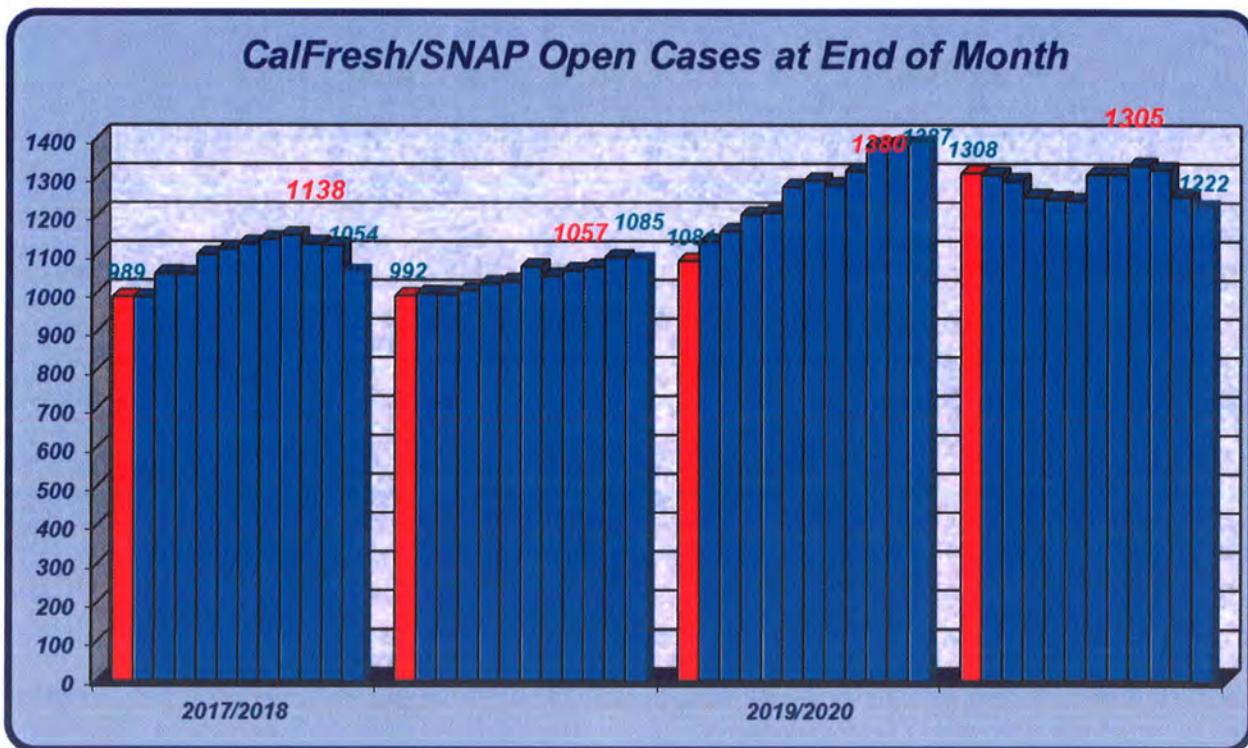
### **A. Case Count**

The Department has seen a slight increase in applications for the CalFresh program. The average monthly caseload for the six-month period ending in December 2020 was 1270. For the first six-month period of 2021, the average caseload was 1287. For working people who are eligible, CalFresh supplements their purchasing power.

The demographic of those who are over 55 continue to have the highest growth in CalFresh applications.

#### **Average Monthly Caseload**

2017/2018	1084
2018/2019	1138
2019/2020	1254
2020/2021	1278



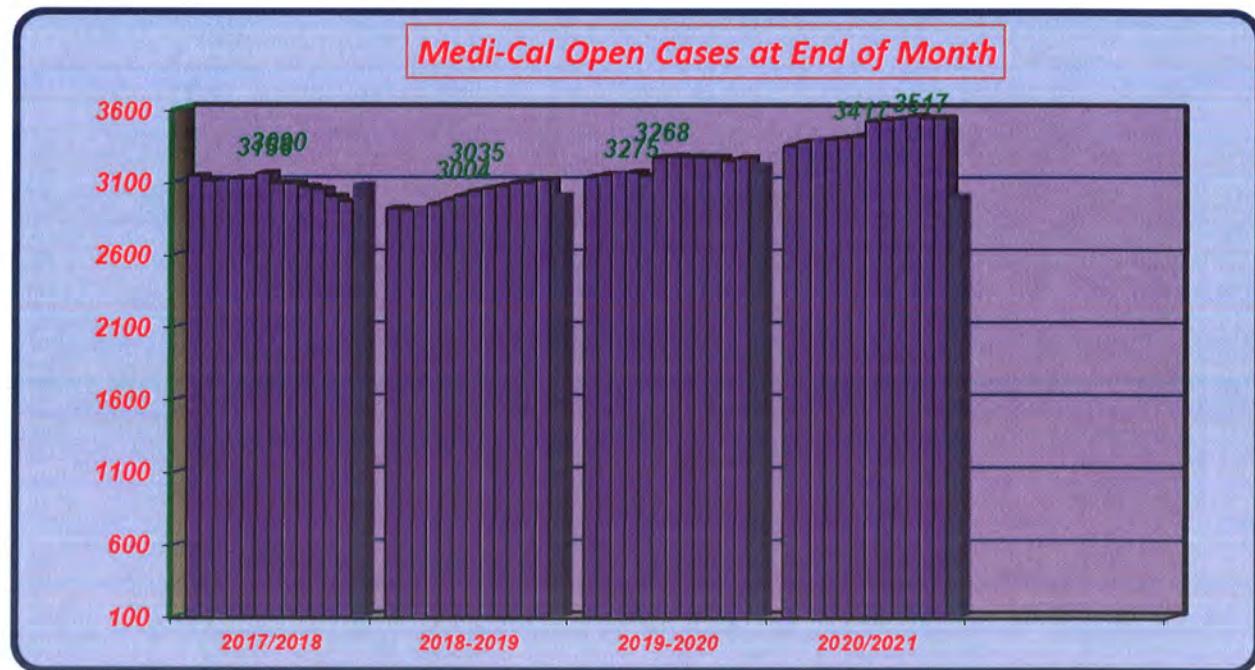
### **(3). Medi-Cal**

The Medi-Cal case count continues to experience steady growth. The average number of active cases has increased by approximately 197 cases per month during the first six months of 2021.

As has been noted in previous reports, those who are eligible for the expanded Medi-Cal program have earned income that is 142% of the federal poverty level or less. For a single individual that roughly translates into about \$1,525 per month. For a single working person that amounts to \$18,290 annually. For a family of three, annual income at 142% of poverty is \$31,184 or less.

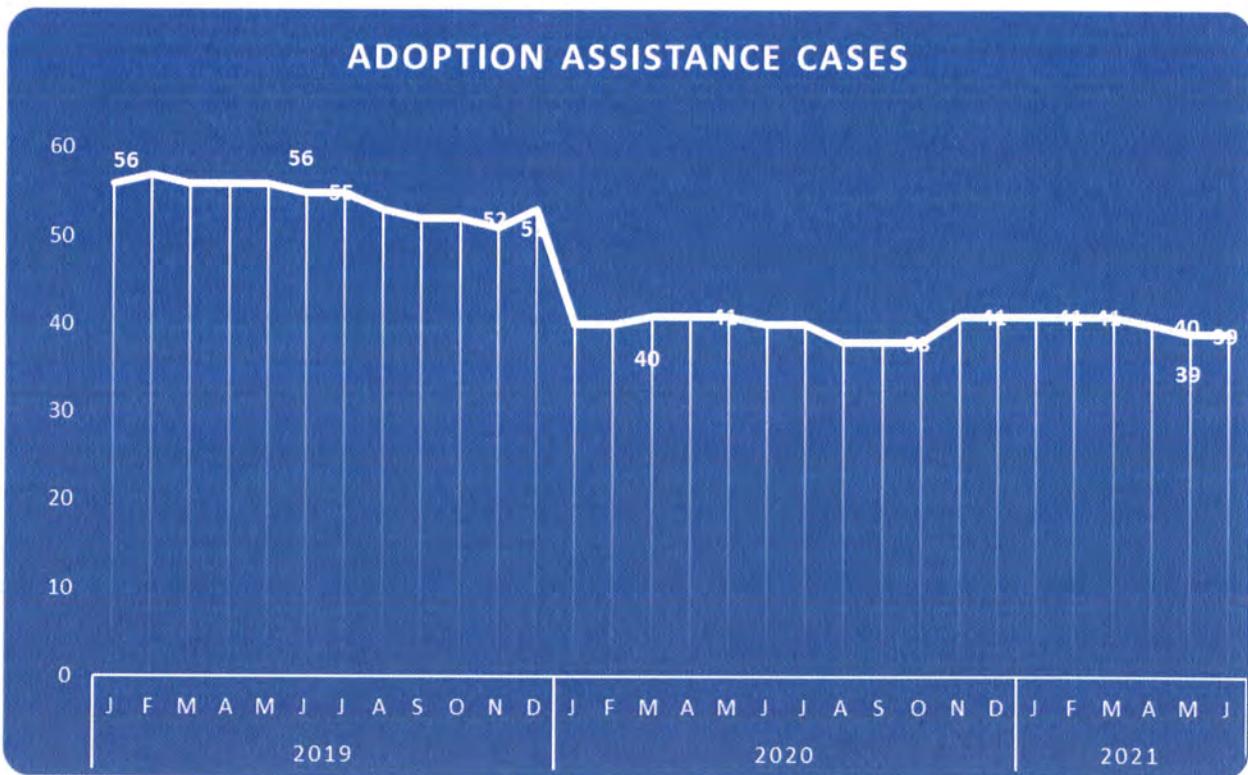
#### **Average Monthly Caseload**

2017/2018	3081
2018/2019	3009
2019/2020	3388
2021	3535



#### **(4). Aid to Adoptions**

In 2012 the Department of Social Services began operating the Adoptions program. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program is currently at 39 children receiving assistance. There have been as many as 70 children receiving assistance in the past. Most of this decline is the result of children who have aged out of the system.

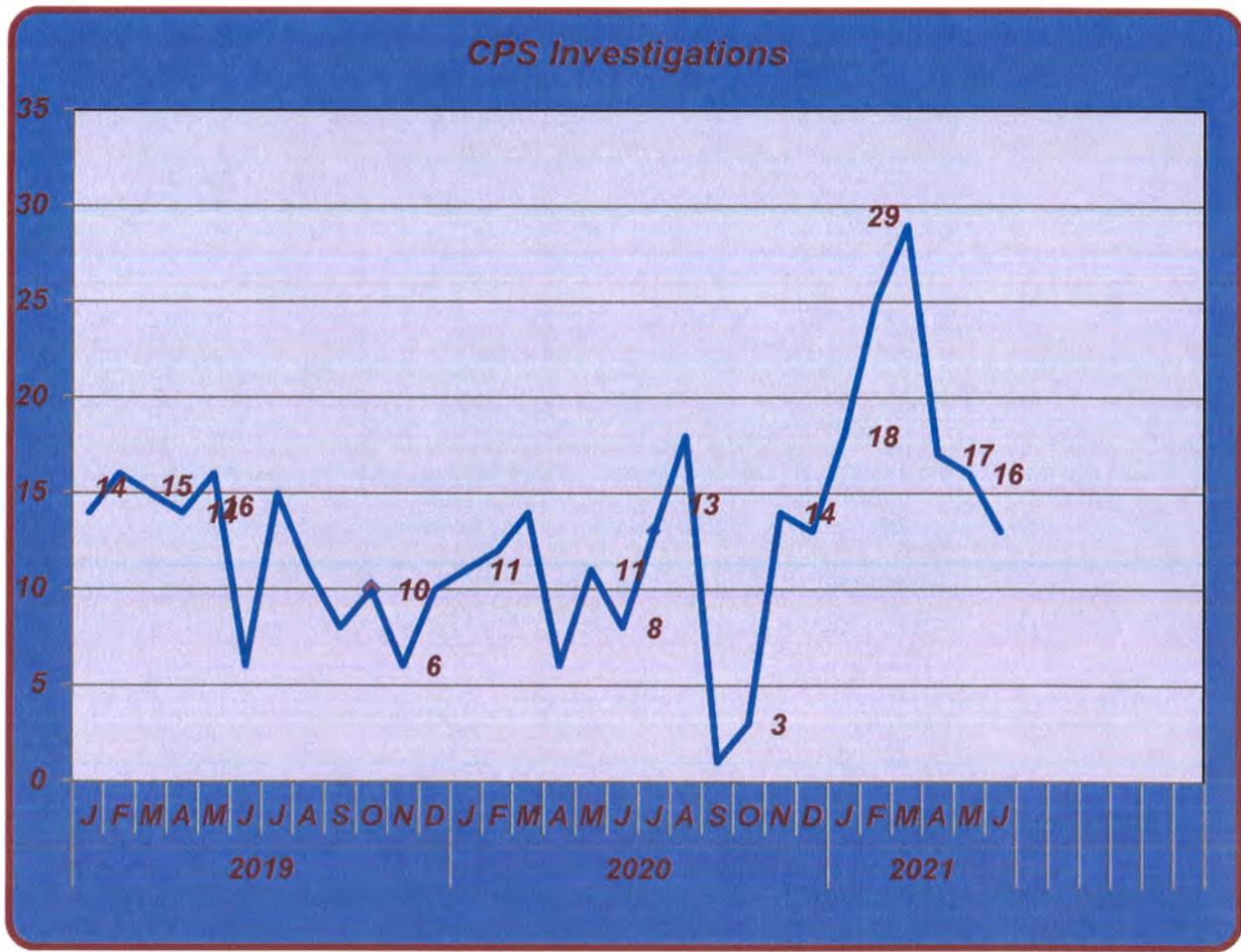


## **II. SOCIAL SERVICES DIVISION**

### **A. Child Welfare Services**

The Emergency Response component of Child Protective Services averaged about 20 child abuse investigations per month during the first six months of 2021. That's an increase of 12 per month compared to the last six months of 2020. It is likely that referrals increased when schools opened up to in person learning after the Covid-19 pandemic.

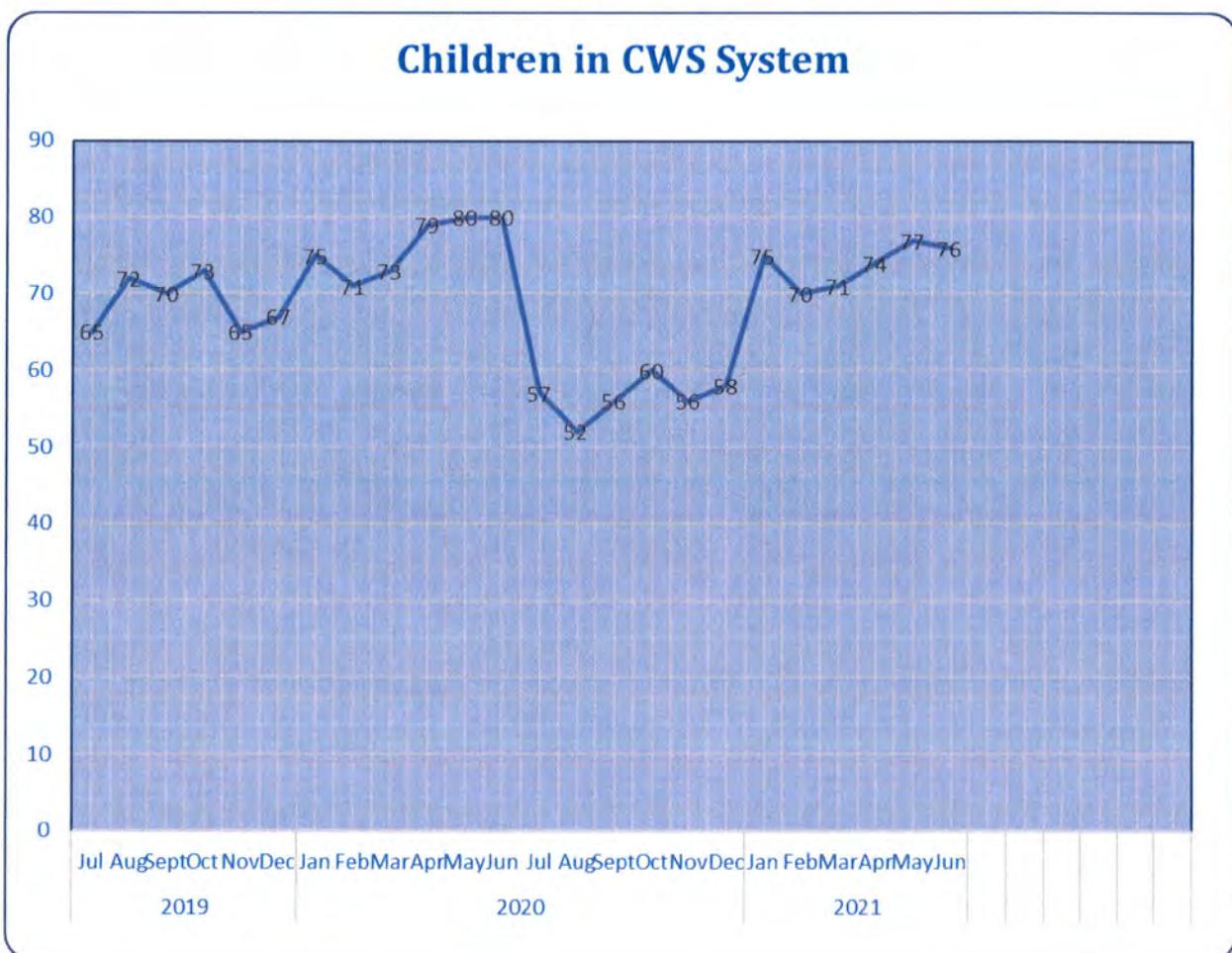
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse and the resultant failure to fulfill a parenting role is the foremost reason that children are removed from unsafe environments.



## **B. Children in the Child Welfare Services System**

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System (CWS) longer so that they can complete their education or secure independent housing. Currently the Department has 3 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children. We currently have 74 children in CWS.

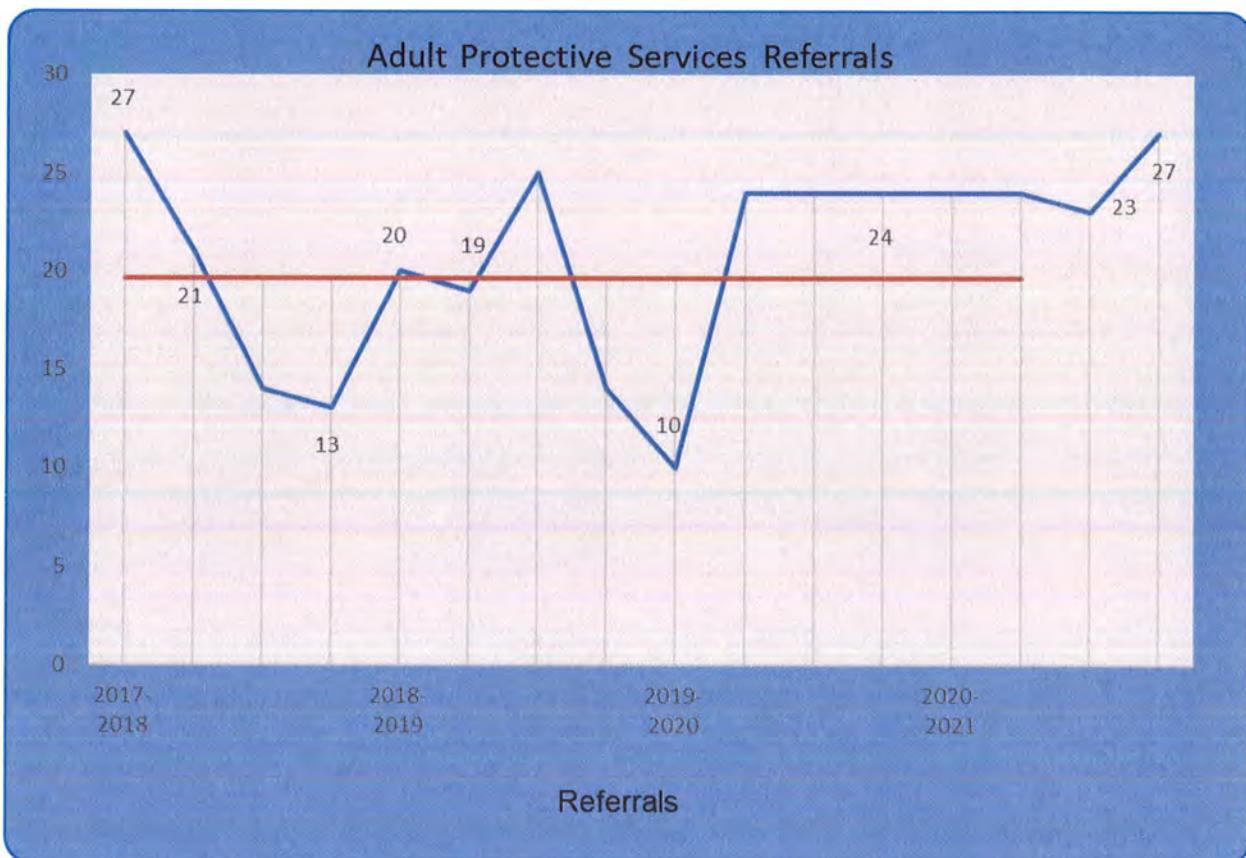
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for foster homes for children who come into our system. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.



### **C. Adult Protective Services**

Generally, the Department receives about 8 referrals per month for situations involving abuse or neglect of elderly and disabled people. During the six-month period that concluded June 30, 2021, the Department received 50 requests for investigation. APS referrals have continued to be above the average. The Department believes the reason that referrals are growing are due to the increased elderly population in Plumas County and good public awareness of potential threats to the safety and well-being of elderly and/or disabled persons.

The Department continues to receive referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's financial resources. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the individual being referred may still have a right to self-determination if a cognitive disability isn't the cause for their self-neglect.

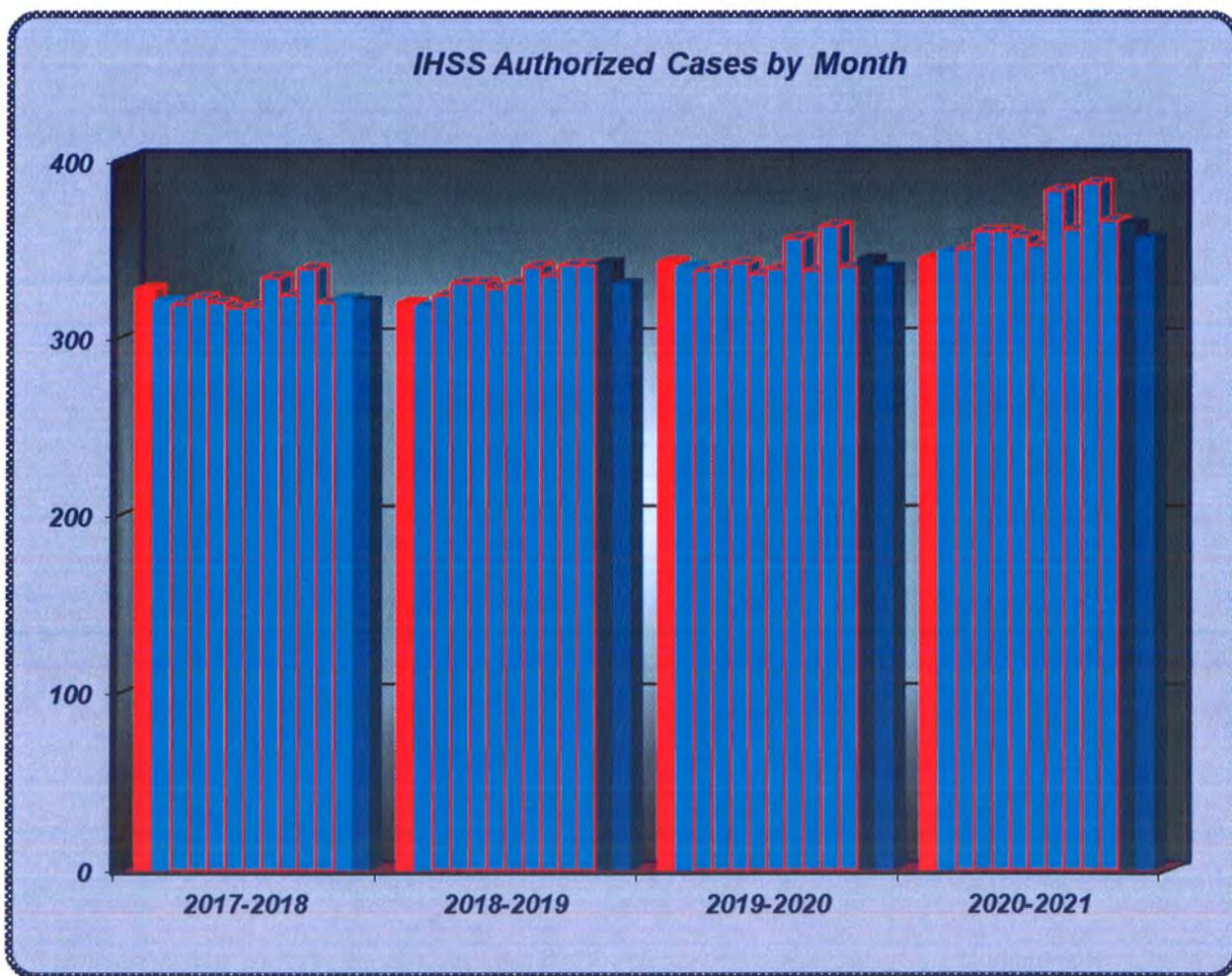


#### **D. In-Home Supportive Services (IHSS)**

The In-Home Supportive Services caseload has increased during the first six months of 2021 with the average case count increasing from 375 to 384 per month.

#### **Average Monthly Case Count**

2017/2018	320
2018/2019	339
2019/2020	359
2020/2021	379



### **III. Public Guardian/Conservator**

The Public Guardian is currently servicing 9 L.P.S. Conservatorship cases, 6 Probate Conservatorship cases and serves as the Representative Payee for 7 additional recipients. Public Guardian is also managing the estates of 6 deceased conservatees.



# 3D2

## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

DATE: JULY 14, 2021  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR AUGUST 3, 2021  
RE: AUTHORIZATION TO FILL A VACANT CHIEF DEPUTY PUBLIC GUARDIAN  
POSITION IN THE OFFICE OF THE PUBLIC GUARDIAN

### **It is Recommended that the Board of Supervisors**

Authorize the Office of the Public Guardian to fill a vacant Chief Deputy Public Guardian position.

### **Background and Discussion**

The Office of the Public Guardian has experienced a vacancy in the Chief Deputy Public Guardian position. The position is currently allocated at 1.0 FTE. As is explained in more detail in the accompanying back up material, the position performs accounting, paying bills, depositing and reconciling Conservatee income for individuals who are under Conservatorship by order of the Superior Court. A Table of Organization is provided showing the location of the vacancy within the organization's structure.

### **Fiscal Impact**

The Office of the Public Guardian is a General Fund Department. The Deputy Public Guardian position is funded in the current year County budget.

Copy: DSS Managers (memo only)

**CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR****DEFINITION**

Under supervision, provides Public Guardian/Conservator services in the County Social Services Department; performs a variety of administrative and support duties in protecting the assets and health of people adjudicated as conservatees under the Public Conservators Office; carries out Public Guardian functions for persons who come under the jurisdiction of the County such as investigating the medical, psychological, financial and social background of persons referred for Conservatorship; provides ongoing case management services and does related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a specialized classification that is part of the Adult Protective Services (APS) services team. This classification is responsible for carrying out day-to-day activities that preserve the health, safety and well-being of conservatees who are under the jurisdiction of the County Public Guardian/Conservator and those persons accepted by referral for Representative Payee services. Performance of responsibilities requires knowledge of and the ability to learn complex legal, financial, and social services casework functions and responsibilities.

**REPORTS TO**

Social Services Director/Public Guardian/Public Conservator and Assistant Director/Program Manager

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Deputy Public Guardian/Conservator I and II

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### Position: Chief Deputy Public Guardian

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

**Answer: Yes. The County Code provides for the operation of a Public Guardian function.**

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

**Answer: This position provides financial accounting and bill paying services for individuals who have been conservated under the order of the Superior Court.**

- How long has the position been vacant?

**Answer: The position has been vacant since July 19, 2021.**

- Can the department use other wages until the budget is adopted?

**Answer: No.**

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

**Answer: Other Counties typically utilize a Chief Deputy Public Guardian in similar ways to assist with managing Conservatee assets and resources.**

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

**Answer: Adult Protective Services**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

**Answer: The state allocates funds to Counties to fulfill the mandate the requires Counties to provide services to abused and neglected children. In the absence of filling this position, such funds would go unutilized.**

- 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?

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state and local policy decisions. Other Departments could be impacted by such reduction strategies. In particular and in relationship to this position, the County Behavioral Health Department would be directly impacted if this position is not filled.**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

**Answer: No.**

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

**Answer: No.**

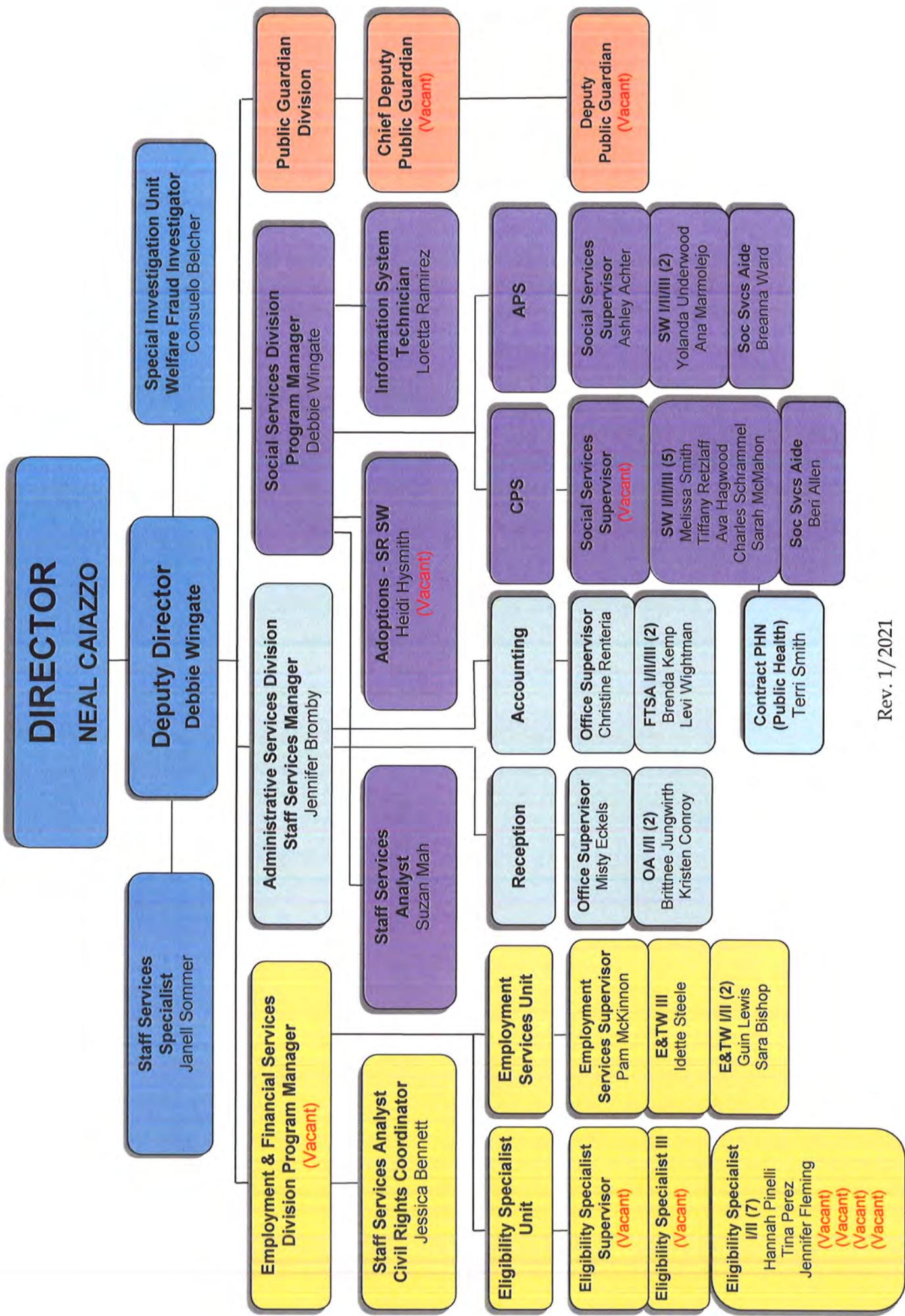
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

**Answer: Filling this position does not change estimated reliance on County General Fund dollars. Public Guardian is currently a General Fund Department.**

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

**Answer: The Department does have a reserve however the reserve is not available to fund Public Guardian at the present time.**

# PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its County Administrator (hereinafter referred to as "County"), and Maul Foster & Alongi, Inc., a Washington Corporation, DBA FLO-Analytics, 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 be a lump sum amount of FIFTY ONE THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS and 00/100 (\$51,535.00). Contractor shall invoice monthly on a percent-completed basis for work performed the prior month, up to the total lump sum amount stated herein. County shall make payment on Contractor's properly submitted monthly invoices within thirty (30) days' receipt.
3. Term. The term of this agreement shall be from May 5, 2021 through May 4, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 5, 2021, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and

regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

12. **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:

County Administrator  
County of Plumas  
520 Main St., Room 309  
Quincy, CA, 95971  
Attention: Gabriel Hydrick

Contractor:

Senior GIS Analyst  
FLO Analytics  
3140 NE Broadway Street, Portland, Oregon 97232  
Attention: McKay Larrabee

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

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

**CONTRACTOR:**

Maul Foster & Alongi, Inc., a Washington Corporation, DBA FLO-Analytics

By: S. P. T.  
Name: Steve Taylor  
Title: President  
Date signed: 7/12/2021

By: M. H.  
Name: Mark Hough  
Title: Chief Financial Officer  
Date signed: 7/12/21

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Jeff Engel  
Title: Chair, Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Heidi Putnam  
Clerk of the Board of Supervisors  
Date signed: \_\_\_\_\_

Approved as to form:

Sara James  
Sara James  
Deputy County Counsel II

7/8/2021

## **EXHIBIT A**

### **Scope of Work**

#### **TASK 1—PROJECT PLANNING & COORDINATION**

##### **Task 1A—Kickoff Meeting**

The project will begin with a kickoff meeting between the project team and County staff to create project alignment and establish timelines for deliverables. The kickoff meeting will cover the following topics:

- Redistricting process, including the legal requirements (local, state, and federal); analytical process; and public involvement components
- Key points of contact within the County
- Community outreach and engagement plan
- Brief discussion of communities of mutual or related interest
- Project timeline, including future meeting dates with the County Team and the public

##### **Task 1B—Data Collection and Compilation**

Under Task 1B, we will collect and compile all data required to conduct our analyses. In addition to the Decennial Census P.L. 94-171 Redistricting Data Files, we will collect the County's existing district boundary data, school attendance area data, street center lines, boundary data for other communities of mutual interest (e.g., Tribal lands, defined neighborhoods, homeowners' associations), and additional data identified during the project. All data and accompanying metadata will be compiled into an ESRI ArcGIS geodatabase that can easily be transferred to the County after completion of the project.

##### **Task 1C—Additional Project Management and Coordination**

Task 1C is designed to account for anticipated project management and coordination needs between the project team and the County throughout the course of the project. Such tasks may include, but are not limited, to weekly status update and coordination calls with the County and ad hoc data or demographic information requests.

#### **Deliverables Summary**

- (Task 1A) A detailed project timeline
- (Task 1B) An ESRI ArcGIS Geodatabase containing all files used in the redistricting analysis
- (Task 1C) Weekly status updates and coordination calls

#### **TASK 2—COMMUNITY OUTREACH & PUBLIC ENGAGEMENT**

##### **Task 2A—Community Outreach Strategy**

In coordination with the County, our team will develop a community outreach and engagement strategy to create awareness of the project throughout the county and to ensure our process captures the input of various stakeholders and community groups. Part of the outreach strategy will include developing a list of groups and organizations within the county that should be expressly notified about the redistricting process and the opportunities for public input.

##### **Task 2B—Public Hearings**

To comply with the FAIR MAPS Act, a minimum of four public hearings will be held. These hearings will be designed to ensure a fair and transparent process that offers sufficient opportunity for public involvement.

These meetings will be facilitated by our experienced staff. A summary of the topics to be covered at each meeting is provided below:

- **First public hearing:** Before drafting district boundary maps, we will conduct a public presentation to describe the procedural, legal, and analytical aspects of the redistricting process. The presentation will include: (1) training on the legal aspects of the redistricting process, including the Federal Voting Rights Act, California Voting Rights Act of 2001 and the FAIR MAPS act; (2) training on how to use the District Scenario Modeler (DSM) web-based mapping tool; and (3) a description of the analyses and the process we will use to draw the new district lines.
- **Second public hearing:** During the second public hearing, we will present a minimum of two and no more than five district boundary options that satisfy the County's requirements including all local, state, and federal redistricting regulations and guidelines. For each scenario, we will provide a map, demographic summary of the districts, estimated population balance, and written description of the scenario including how it compares to the county's original council district lines. We will also solicit and document public feedback about each of the scenarios.
- **Third public hearing:** At the third public hearing, we will present a revised set of scenario options that account for any feedback we receive about the initial district scenarios from county staff and/or members of the community.
- **Fourth public hearing:** At the fourth public hearing, we will present the final district boundary scenario for public comment and adoption by the County Board of Supervisors.

## Task 2C—Deploy the District Scenario Modeler

The District Scenario Modeler (DSM) is an interactive web-based mapping tool that we designed to provide users with an easy way to participate in the redistricting process. The tool allows users to draw their own boundaries and instantly view demographic information to see if the boundaries are population-balanced and support fair representation. Maps are easily submitted online to the project team for consideration.

The 2020 Census Block Geographies, the redistricting data files, and other requested attributes (e.g., voting age population, population by housing type, etc.) will be loaded into the DSM. Our team will then work with county staff to embed the District Scenario Modeler into the County's website and make it accessible to the public.

### Deliverables Summary

- (Task 2A) A memo describing our community outreach strategy that includes a list of groups and organizations within the county that should be expressly notified about the districting process and the opportunities for public input
- (Task 2B) Presentations on the redistricting process and updates on the project status
- (Task 2C) District Scenario Modeler loaded with the 2020 Census Block Geographies within Plumas County limits and Decennial Census Redistricting Data

## TASK 3—MAP EVALUATION

After the County and the public have submitted their district boundary maps, the project team will evaluate each map. The analyses we will use to inform our assessment include, but are not limited to, mapping the county's population to identify clusters of protected classes, measuring the compactness of each district by calculating and assigning a Polsby-Popper score and Convex-Hull measure, calculating the deviation from the ideal district population, and analyzing other demographic information such as voting age population and language spoken at home.

When the evaluations are complete, the project team will compile the maps into a single document and provide summary demographic and analytical data for each map, including whether each map meets the minimum legal requirements and whether it satisfies the concerns raised by the community.

## **Deliverable Summary**

- A document compiling each boundary map submitted for evaluation, summary demographic and analytical data for each map, whether each map meets the minimum legal requirements, and whether the boundary satisfies the concerns raised by the community

## **TASK 4—REDISTRICTING PLAN DEVELOPMENT**

### **Task 4A—Develop Draft District Proposal**

Utilizing the maps submitted by the public and the feedback gathered during the public hearings, we will develop a minimum of four Supervisorial Board district boundary options. For each option we will include all the demographic and analytical data that were provided as part of the initial assessment, as well as a thorough written description of the boundaries and the benefits and limitations of each as we understand them. Prior to presenting the options to the County team, RPLG will review the plans to ensure compliance with all applicable local, state, and federal laws. The maps, the accompanying data tables, and the written description will be compiled into a single report and presented at the third public hearing.

### **Task 4B—Develop Final District Proposal**

Drawing on the public feedback gathered during course of the project, we will develop the final proposal for the Supervisorial Board district boundaries. The final map will include all the demographic and analytical data that were provided as part of the initial assessment, as well as a written description of the plan and the benefits and limitations as we understand them. The final map, the accompanying data tables, and the written description will be compiled into a single report and presented at the fourth public hearing.

## **Deliverable Summary**

- (Task 4A) Maps, the accompanying data tables, and the written descriptions of the district boundary proposals
- (Task 4B) Final map, the accompanying data tables, and written description of the final district boundary proposal

The timeline below depicts our best estimate for the time it will take to perform each task and assumes that the 2020 federal decennial census data will be available on April 1, 2021. However, due to continued uncertainty concerning the release date of the 2020 Census data, the schedule may need to be adjusted. In addition, the schedule below should be considered preliminary and can be adjusted upon request as needed to best serve County staff, Board of Supervisors, and the public.



## **EXHIBIT B**

### **Fee Schedule**

- FLO Analytics will complete Tasks 1 through 4 for a lump-sum cost of **\$51,535**, which includes in person and virtual attendance for the following meetings and tasks: kickoff meeting, public meetings and hearings, deploy of district scenario modeler, map evaluation, develop draft district proposal, develop final district proposal.

<b>Task</b>	<b>Hours</b>	<b>Cost</b>
Kickoff meeting	6	\$955
Data collection and compilation	24	\$3,320
Additional project management and coordination	32	\$4,810
Community outreach strategy	10	\$1,580
Public Hearings	92	\$15,830
Deploy the district scenario modeler	18	\$2,605
Map Evaluation	28	\$4,115
Develop draft district proposal	59	\$10,475
Develop final district proposal	35	\$5,845
<b>Flat fee charges</b>		<b>Cost</b>
District Scenario Modeler		\$2,000
<b>Total</b>		<b>\$51,535</b>

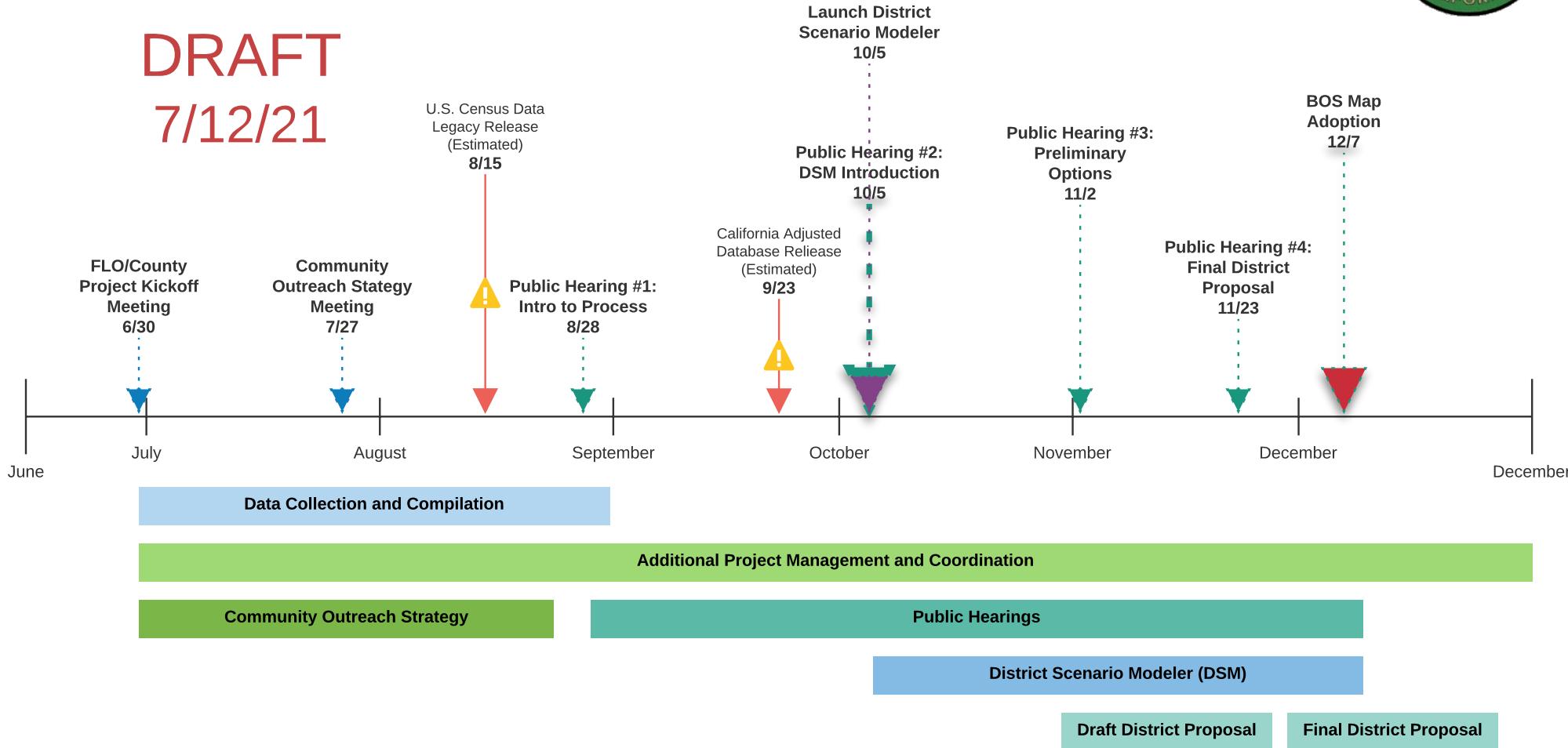
### **Hourly Rates by Classification**

<b>Personnel</b>	<b>Hourly Rates</b>
<b>FLO</b>	
Principal	\$190–250/hour
Senior	\$140–190/hour
Analyst	\$120–150/hour
<b>RPLG</b>	
Of Counsel	\$305–\$425

# Plumas County Redistricting Project Timeline



**DRAFT**  
**7/12/21**



2019 SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000 (SRS): TITLE III

<u>APPLICATION</u>	<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>
1	Plumas County Sheriff Search & Rescue Related Activities	II	\$ 50,000
2	Plumas County Sheriff OES Radio Tower and Vault Project Public Safety Communications Infrastructure Development and Upgrades	II	\$ 125,537
		<b>TOTAL</b>	<b>\$ 175,537</b>
		<b>TOTAL RECEIVED 2020</b>	<b>\$ 175,537</b>

**Category I**

*Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires*

**Category II**

*Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county*

**Category III**

*Develop community wildfire protection plans in coordination with the Secretary of Agriculture*

4A(1+2)

#1

## 2021 Title III, Secure Rural Schools and Community Self-Determination Act

### Plumas County

<b>1.</b>	<b>Project Title:</b> <b>Plumas Co. Sheriff's Office Search and Rescue Reimbursement Project</b>	
	<b>Group Submitting Project:</b> Plumas Co. Sheriff's Office	
	<b>Requested Grant Amount:</b> \$50,000	<b>Funding Period:</b> 2021-2024
		<b>Contact Name:</b> U/S Chad Hermann
		<b>Address:</b> 1400 E Main St Quincy, CA <b>Phone:</b> 530-283-6390 <b>E-Mail:</b> chermann@pcso.net
<b>2.</b>	<p><b>Project Summary</b> The Plumas County Sheriff's Office and Plumas County Search and Rescue are the primary responders to all search and rescue (SAR) related missions within the County. Due to the significant amount of federal land in the County, almost all SAR related calls end up being on USFS controlled land. The Plumas County Sheriff's Office Dispatch Center coordinated response to these calls with all agencies, within and outside of Plumas County.</p> <p>With current economic issues, many times available personnel to handle these calls are lacking and the missions are not staffed adequately without depleting overtime funding. In addition, there are other, non-salary related costs involved in these responses, such as vehicle and equipment repair or replacement, that are otherwise not specifically funded. The costs of SAR operations would tax the existing budget and threaten general law enforcement service responses. The Sheriff's Office is seeking these funds to adequately respond to SAR related calls on federal land with enough staff and proper equipment to handle the mission along with providing related maintenance needs and equipment replacement, if needed. This provides the best service possible with available resources for the residents and visitors to Plumas County in a timely and professional manner during these emergencies.</p>	

## 2021 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

### 3. How does the project address the activities authorized by Title III? Check all that apply:

- I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.
- II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.
- III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.

**Explain:** The Plumas County Sheriff's Office is responsible for all SAR related activities in Plumas County. Both paid and volunteer resources respond to SAR related calls on federal lands, with the response coordinated through the Sheriff's Office Dispatch Center. The Sheriff's Office is seeking reimbursement for actual expenses incurred during the SAR calls on USFS lands, as well as other related emergency responses, which include wildfire evacuations. This includes wages and benefits for those involved Sheriff's employees, mileage, fuel, repair or replacement of equipment damaged or destroyed, and training of department personnel. In addition, this application will provide funding for a track system for a side by side UTV used exclusively for SAR activities to enhance winter response related activities.

## **2021 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County**

4. **Project Workplan:** By using established financial tracking mechanisms currently in place within the Sheriff's Office, the Sheriff will use these funds to cover salaries and benefits of Sheriff Office employee's involved in the dispatch, and response to SAR and other related emergency calls on federal lands. The funds will also be used to reimburse actual expenses incurred in these missions as they relate to vehicle repair, replacement, fuel, purchase of a side by side UTV track system, incidental expenses and repairing or replacing damaged or destroyed SAR equipment.

**The utilization of these funds allows the Sheriff's Office to staff and support missions effectively without undue negative impact on existing budgets, which have already been reduced to a point where basic services are in jeopardy.**

**2021 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**

**5 Project Budget:**

Salaries and benefits	\$20,000
Side by side Track system	\$15,000
Equipment repair and replacement	\$7,500
Vehicle Repair, Maintenance and Fuel	<u>\$7,500</u>
 Total	 \$50,000

#2

## 2021 Title III, Secure Rural Schools and Community Self-Determination Act

### Plumas County

<b>1.</b>	<b>Project Title:</b> <b>Plumas Co. Sheriff's Office Radio Tower and Vault Project</b>	
	<b>Group Submitting Project:</b>  Plumas County Sheriff's Office	
	<b>Requested Grant Amount:</b> \$100,000.00	<b>Funding Period:</b> 2021 to 2024
	<i>\$125,537</i>	<b>Contact Name:</b> U/S Chad Hermann
		<b>Address:</b> 1400 E Main St Quincy, CA. 95971
		<b>Phone:</b> 530-283-6361 <b>E-Mail:</b> chermann@pcso
<b>2. Project Summary</b>  <p>The need to upgrade and maintain the radio towers, vaults and power supply infrastructure throughout Plumas County for radio coverage for emergency services is crucial. The loss of a single site due to failing infrastructure has a drastic effect of being able to dispatch medical, fire, search and rescue and law enforcement to area where people are in need. The lack of being able to continually direct responding personnel can be a matter of life and death for those requiring emergent services.</p> <p>The loss of radio communication has affected Search and Rescue (SAR) responses more than any other type of call due to the fact they are typically in remote areas with reduced coverage on USFS lands. These lack or inability for responding units to communicate directly with the dispatch center can lead to a reduced success rate of recovery of those needed quick emergent services. The impact can also be on those responding to the calls for service if they are injured and unable to request assistance.</p> <p>In order to keep the radio systems working properly and effectively, there must be continual maintenance, an adequate supply of replacement components immediately available and reliable commercial power and back-up generators. Of specific concern is the powerline to Dyer Mountain and its deteriorating state. Due to the remote area of our county, replacement parts can be days or weeks in transit while the radio system is not functioning. These delays as stated above can have a drastic outcome on emergency service calls.</p> <p>This grant application will help assure our radio systems will continue to operate properly in remote areas of the county on lands managed by USFS.</p>		

## 2021 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County

### 3. How does the project address the activities authorized by Title III? Check all that apply:

I. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

II. Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved and (b) paid for by the participating county.

III. Develop community wildfire protection plans in coordination with the Secretary of Agriculture.

**Explain:** To achieve an acceptable level of search and rescue along with other emergency service related calls, updated towers, vaults, and power supplies need to be added to critical sites to ensure they are maintained and properly functioning in remote areas of the county. A lack of communications in remote areas is dangerous for first responders and search and rescue related calls, and detrimental to the search, rescue and treatment of the victims that need help. This project continues to build on similar work started on previous grants.

## **2021 Title III, Secure Rural Schools and Community Self-Determination Act Plumas County**

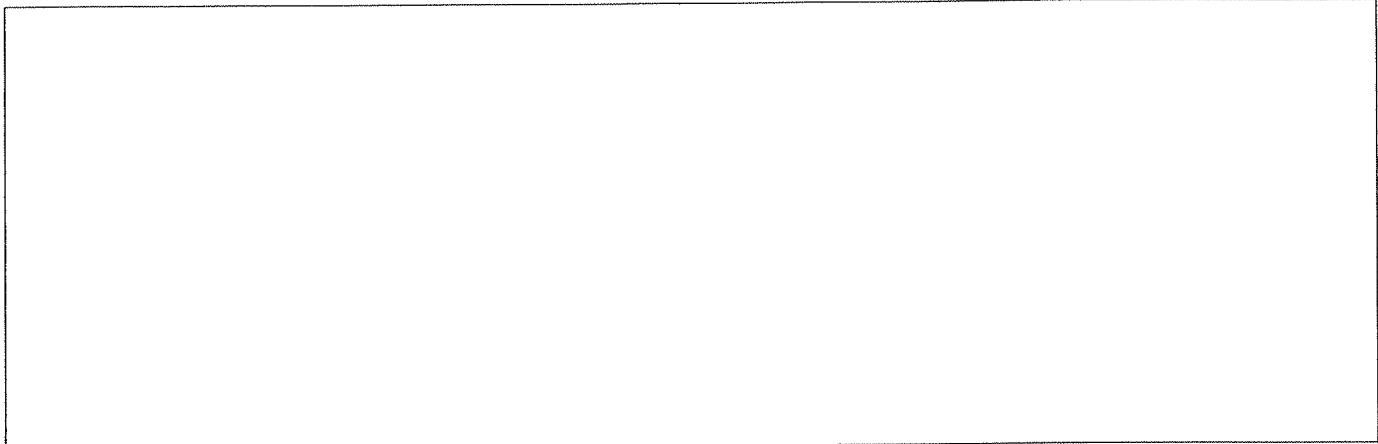
### **4. Project Workplan:**

**Continue to maintain, upgrade and replace non-working equipment and power sources that are no longer viable in the radio towers and vaults. If any projects require a special use permit, a permit will be obtained to further move the project forward.**

### **5 Project Budget:**

<b>Purchase and install radio vaults, towers, powerline and/or generators.</b>	<b>\$100,000.00</b>
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**2021 Title III, Secure Rural Schools and Community Self-Determination Act  
Plumas County**



5

**PLUMAS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**SOLID WASTE DIVISION**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

*John Mannie, P.E., Director of Public Works, John Kolb, Interim Solid Waste Manager*

**AGENDA REQUEST**

for the August 3, 2021 Meeting of the Board of Supervisors

**July 22, 2021**

To: Honorable Board of Supervisors

From: John Mannie, Director of Public Works

Subject: Consideration of an Ordinance containing a proposed amendment to Section 6-10.108 of the Plumas County Code to require the use of "waste-wheeler" carts for those customers who receive curbside collection of solid waste, and to define "excess materials" for curbside collection customers.



**PREFACE:**

*The primary purpose of this Agenda Request is to enable the Board of Supervisors to:*

1. *Receive a report and recommendations from the Department of Public Works pertaining to the mandatory use of "waste-wheelers" for those residential and commercial customers who receive curbside solid waste collection services in Franchise Areas 1 and 2 in Plumas County, and a clarification of what constitutes "excess materials" as the term applies to curbside collection.*
2. *Enable commentary by the franchise contractors, Feather River Disposal and InterMountain Disposal.*
3. *Conduct a Public Hearing to enable commentary by the general public and other governmental officials, if any.*
4. *Consider the adoption of the attached Ordinance containing an amendment to Section 6-10.108 of the Plumas County Code.*

**BACKGROUND:**

Solid waste collection across the country is trending towards the use of automated collection trucks that have "arms" to clamp onto containers, which then lift them up and empty them into the trucks. This accomplishes three things:

1. This method of collection is more efficient in that it allows one operator to drive the truck and to service the solid waste containers, and

2. It reduces the incidence of injury to operators, the time lost by operators due to injury and the medical costs associated with operator injury.

3. Both of Plumas County's franchise contractors have had, and continue to have, difficulty hiring employees - especially truck drivers. This results in a degradation of service to customers, including delays in getting recycling bins emptied at Transfer Stations. A change to this type of collection vehicle and collection procedure will ease some of those problems.

**CONSIDERATION BY THE SOLID WASTE TASK FORCE:**

On May 25, 2021, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider the proposed Code amendment and develop "advice" for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend the amendment to Section 6-10.108 of the Plumas County Code to the Board of Supervisors.

**PUBLIC NOTICE:**

On June 29, 2021, Plumas County Public Works, Solid Waste Division posted a Public Notice in at least three public places within the area that would be affected by the Code amendment.

**RECOMMENDATION:**

The Director of Public Works respectfully recommends that the Board of Supervisors vote to adopt an Ordinance containing an amendment to Section 6-10.108 of the Plumas County Code, affecting residential and commercial customers who receive curbside collection service for their solid waste in Franchise Areas 1 and 2 in Plumas County, but not those who self-haul to County Transfer Stations.

**ATTACHMENTS:**

- Notice of Public Hearing (and was posted in three public places within the jurisdiction).
- Proposed Ordinance amending Section 6-10.108 of the Plumas County Code.
- Advice Letter from Task Force Chair
- Ordinance Summary for Waiver of First Reading

**PLUMAS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**SOLID WASTE DIVISION**

**1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268**

*John Mannle, P.E., Director of Public Works*

*John Kolb, Interim Solid Waste Manager*

**SUMMARY OF A PROPOSAL TO REQUIRE THE USE OF  
WASTE WHEELERS FOR THE COLLECTION OF SOLID WASTE**

An Ordinance containing an amendment to Section 6-10.108 has been proposed to facilitate the use of "side-loading" refuse collection trucks. This request was made to allow for more efficient refuse collection and to prevent injury to sanitation workers caused by the repetitive lifting of heavy loads. The amendment would require the use of heavy duty "waste-wheelers" by collection route customers, which are available from the franchise contractors. These containers are designed to be handled by mechanical means. The majority of customers receiving curbside collection service in both franchise areas already make use of waste wheelers.

If adopted, the amendment to the Plumas County Code will require that waste-wheelers be used for curbside collection for both residential and commercial service, but will continue to allow customers to use private containers when they self-haul to County Transfer Stations. The proposed amendment also defines "excess materials" and the franchise contractors' options on the handling of such waste.

John Kolb, Interim Solid Waste Manager  
Plumas County Department of Public Works

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*John Mannle, P.E., Director of Public Works*

*John Kolb, Interim Solid Waste Manager*

**NOTICE OF PUBLIC HEARING**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTION 6-10.108 OF  
ARTICLE 2 OF CHAPTER 10 OF TITLE 6  
OF THE PLUMAS COUNTY CODE**

An amendment has been proposed to Section 6-10.108 of the Plumas County Code that will require the use of “waste-wheeler” type refuse containers by curbside collection customers in Franchise Areas No. 1 and No. 2 in Plumas County. These containers will facilitate the use of automated refuse collection vehicles, commonly known as “side-loader” trucks, which require only one operator to service refuse containers. This amendment is being proposed to allow for more efficient refuse collection and to prevent injury to sanitation workers caused by the repetitive lifting of heavy containers, and to reduce the associated costs of lost working days and related medical costs.

Pursuant to this Notice, the Plumas County Board of Supervisors will conduct a Public Hearing on the proposed amendment on August 3, 2021 beginning at 1:00 PM in the Board of Supervisors Meeting Room located in the Courthouse (Room 308) at 520 Main Street, Quincy, California.

During the Public Hearing, the Board of Supervisors will consider whether or not to adopt the amendment to Section 6-10.108 of the Plumas County Code.

This Ordinance shall become effective 30 days after its date of final adoption.

The following additional information is pertinent:

- This proposed amendment is applicable only to residential and commercial curbside collection customers, not to self-haulers (commercial and residential), who transport their solid waste to any of the County Transfer Stations.
- A copy of the proposed amendment is available for public viewing at 1834 East Main Street, Quincy, CA 95971 between the hours of 8am-5pm, Monday through Friday, or may be viewed at <https://www.plumascounty.us/DocumentCenter/View/37064/Sec-6-10108--6-29-21>

John Mannle  
Plumas County Director of Public Works  
Franchise Contract Administrator

Date: 7-22-21

ORDINANCE NO. 21-\_\_\_\_\_

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTION 6-10.108 OF  
ARTICLE 2 OF CHAPTER 10 OF TITLE 6  
OF THE PLUMAS COUNTY CODE**

The Board of Supervisors of the County of Plumas, State of California, **ORDAINS** as follows:

**SECTION 1. Section 6-10.108** is hereby amended to read as follows:

**Sec. 6-10.108. - Containers.**

No owner or occupant shall fail or neglect to provide a sufficient number of standard containers, waste-wheelers (carts or totes) or bins for holding, without leakage or the escape of odors, all solid waste produced or accumulated upon any premises. All solid waste shall be deposited in such containers. Containers shall be at all times kept in useful and sanitary condition. Containers shall at all times be closed against the access of flies, rodents, and other animals. Garbage, rubbish, and garden refuse may be deposited in the same container.

- (a) For curbside collection, the owner or occupant shall be required to obtain and use solid waste collector-owned and supplied waste wheeler(s) in one (1) of three (3) sizes: Single-can size, thirty-two (32) or thirty-five (35) gallon; two-can size, sixty-four (64) gallon, or three-can size, ninety-six (96) gallon. Waste wheelers shall not be loaded beyond the weight capacity shown on the label of the container. Privately owned containers shall not be set out for collection by the owner or occupant and will not be serviced by the solid waste collector, but may be used for private transport of solid waste to County transfer stations.
- (b) Solid waste collector-owned waste-wheelers (carts or totes) or bins used for curbside collection shall have the capability of being emptied using truck-mounted mechanical assist. Such waste-wheelers (carts or totes) or bins shall be of a size approved by the Administrator as being adequate for the particular use or occupancy of the premises using the waste-wheelers (carts or totes) or bins.
- (c) The owner or occupant of the premises at all times shall keep all containers, waste-wheelers (carts or totes) or bins closed, in good condition, identified as to ownership, emptied on a regular schedule as described in this chapter, and in compliance with the weight limitations established by the Administrator.
- (d) Owners or occupants responsible for containers in areas of Plumas County that have experienced intrusion by scavenging wildlife, particularly bears, shall take all precautions necessary to prevent such intrusion, including, but not limited to:
  - (1) Setting out containers on the same day as scheduled Collection.
  - (2) Storing containers inside of structures that are sufficiently secure to keep wildlife from entering.
  - (3) Ensuring that all containers are completely and securely covered while awaiting collection.
- (e) Repeated preventable instances of scavenging by wildlife that have been reported to the Plumas County Department of Public Works or the Plumas County Department of Environmental Health shall be administered in the following manner:

- (1) After the first reported instance, the owners or occupants responsible for such containers shall be contacted by either Public Works or Environmental Health and counseled on the proper storage and setting-out procedures that will alleviate wildlife scavenging.
- (2) After a second reported instance within a twelve-month period of the first report, the owners or occupants responsible for such containers shall be cited for a violation of this chapter in accordance with Chapter 8 of Title 1 of the Plumas County Code of Ordinances.
- (3) Any subsequent instance reported within a twelve-month period of the second report may result in the installation of "bear-proof" containers at the customer's expense.

(f) Excess materials: Solid waste that is substantially above the rim of the owner or occupant's waste-wheelers (carts or totes) or bins set out for collection, or on the ground adjacent to the waste-wheelers (carts or totes) or bins may be photographed, documented and collected by the solid waste collector at their discretion. If collected, a fee for the collection of such excess materials equal to the volume of the container(s) that the excess material would fill shall be assessed the owner or occupant. Large amounts of solid waste found on the ground adjacent to waste-wheelers (carts or totes) or bins shall be photographed, documented and may not be collected, at the discretion of the solid waste collector. If not collected, an explanatory notice shall be left with the owner or occupant.

**SECTION 2.** Effective Date; Publication; Codification.

This Ordinance shall become effective 30 days after its date of final adoption. This ordinance shall be published, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, with the names of supervisors voting for and against the ordinance. Section 1 of this Ordinance shall be codified, and the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the 3<sup>rd</sup> day of August, 2021, further considered, passed and adopted by the Board of Supervisors of the County of Plumas. State of California, on the 10<sup>th</sup> day of August, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN/ABSENT:**

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Chair, Board of Supervisors

**Attest:**

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Clerk of the Board of Supervisors



PLUMAS COUNTY  
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)  
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268  
*John Sciborski, Chair*

**MEMORANDUM**

May 25, 2021

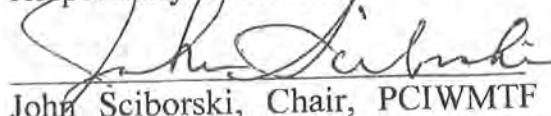
From: Plumas County Integrated Waste Management Task Force  
Subject: Advice from PCIWMTF pertaining to proposed changes in Plumas County Code section 6-10.108 – Containers.  
To: Plumas County Board of Supervisors

On Tuesday, May 25, 2021, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Special Meeting. Five (5) Task Force Members were present, either in person or by teleconference, therefore a quorum was established.

Following consideration of a proposal brought to the Task Force by InterMountain Disposal, the solid waste franchise contractor from Franchise Area No. 2, and concurred with by Feather River Disposal, the solid waste franchise contractor from Franchise Area No. 1, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

*The PCIWMTF endorses the proposal by Plumas County's solid waste contractors to modify Section 6-10.108 of the Plumas County Code, specifically requiring the use of "waste wheelers" to enable the use of modern side-loading trucks.*

Respectfully submitted,

  
John Sciborski, Chair, PCIWMTF



## PUBLIC NOTICE

### PUBLIC HEARING ON A PROPOSAL TO REQUIRE THE USE OF WASTE WHEELERS FOR THE COLLECTION OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

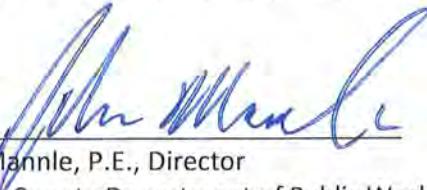
1:00 P.M., August 3, 2021

An Ordinance containing an amendment to Section 6-10.108 has been proposed to facilitate the use of "side-loading" refuse collection trucks. This request was made to allow for more efficient refuse collection and to prevent injury to sanitation workers caused by the repetitive lifting of heavy loads. The amendment would require the use of heavy duty "waste-wheelers" by collection route customers, which are available from the franchise contractors. These containers are designed to be handled by mechanical means. The majority of customers receiving curbside collection service in both franchise areas already make use of waste wheelers.

*The proposed amendment to the solid waste ordinance is available for view on the internet at:*

<http://www.plumascounty.us/DocumentCenter/View/37064/Sec-6-10108--6-29-21>

If adopted, the amendment to the Plumas County Code will require that waste-wheelers be used for curbside collection for both residential and commercial service, but will continue to allow customers to use private containers when they self-haul to County Transfer Stations. The proposed amendment also defines "excess materials" and the franchise contractors' options on the handling of such waste.



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John Mannle, P.E., Director  
Plumas County Department of Public Works  
Solid Waste Division