



Board of Supervisors

Dwight Ceresola, Chair 1st District

Kevin Goss, 2nd District

Tom McGowan, 3rd District

Greg Hagwood, Vice Chair 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

MAY 16, 2023 TO BE HELD AT 10:00 AM

520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlVZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

B. SIERRA ECONOMIC DEVELOPMENT DISTRICT (SEDD) - Kristin York

Presentation by Kristin York, VP Sierra Business Council

Comprehensive Economic Development Strategy (CEDS) - Update and Next Steps [View Item](#)

C. MUNIS HR/PAYROLL MODULE UPDATE

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

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. FACILITY SERVICES

- 1) Approve and authorize the Chair to sign a lease Agreement between the County of Plumas and PG&E for a non-exclusive use (as-needed) of the west parking lot at the Chester Memorial Hall for Public Safety Power Shutoff Events (PSPS) at a rate of \$150.00/ day; approved as to Form by County Counsel. [View Item](#)

B. COUNTY COUNSEL

- 1) Approve and authorize the Chair to ratify and sign Amendment No. 1 to the agreement between Plumas County and Municipal Resource Group, LLC for additional investigations; increasing compensation by \$40,000 for a total amount not to exceed \$48,000; effective February 14, 2023; approved as to form by County Counsel. [View Item](#)

C. BEHAVIORAL HEALTH

- 1) Authorize the Interim Director of Behavioral Health to recruit and fill, funded Information Systems Technology - Extra help position. [View Item](#)

D. BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 41st Annual Christian Encounter Ministries Agony Ride, to be held on July 28-29, 2023, in Sierra Valley. [View Item](#)

3. DEPARTMENTAL MATTERS

A. FACILITY SERVICES - JD Moore

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services & Airports and Flight Tech Engineering, LLC; for the design, development and submission of the Rogers Field (O05) Public Instrument Flight Procedure, as well as maintenance costs of approximately \$12,800.00 annually, and possible validation costs ranging from \$20,000.00 to \$30,000.00, if required by the FAA; approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) Approve and authorize the Director of Facility Services & Airports to advertise for bids for HVAC system replacement at the Museum. [View Item](#)

B. PUBLIC HEALTH AGENCY - Dana Loomis

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Erin Barnes, M.D., to perform duties of a Deputy County Health Officer; effective July 1, 2023; not to exceed \$11,250.00, approved as to form by County Counsel; discussion and possible action. [View Item](#)
- 2) Adopt **RESOLUTION** authorizing the Director of Public Health to sign and accept Older Californians Nutrition Program (ONCP) Grant funds in the amount of \$85,882.00, and execute ONCP Grant Agreements for Fiscal Year 2023-2024; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

C. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

- 1) Adopt **RESOLUTION** of the County Librarian authorizing the grant application, acceptance, and execution of the grant funds from the State of California for the Building Forward Library Facilities Improvement Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

D. BEHAVIORAL HEALTH - Sharon Sousa

- 1) Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570 and #70580; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. Approve and authorize the Chair to sign a letter to the Forest Service regarding the Plumas County fire departments the 12-hour rule and other regulatory requirements.
- B. County Administrative Officer's Report for April 2023

5. BOARD OF SUPERVISORS

A. CORRESPONDENCE

B. INFORMATIONAL ANNOUNCEMENTS

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

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

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

- B. Conference with Risk Manager: Quarterly Risk Control Program status report.

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, June 6, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



Sierra Economic Development District (SEDD)

Plumas County Board of Supervisors

May 16, 2023

Comprehensive Economic
Development Strategy (CEDS)
Update and Next Steps



CEDS Process

Begin where we are

- SWOT
- Stakeholder Engagement



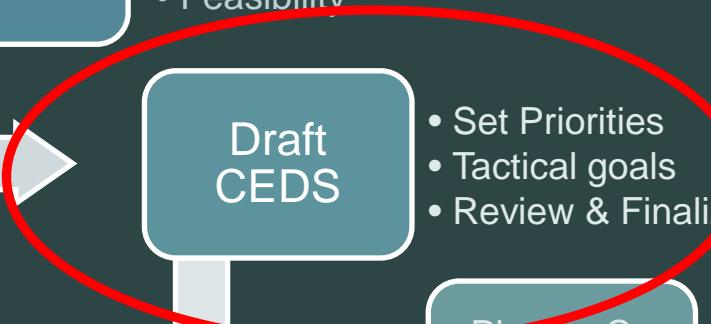
Develop Strategy

- Vision & Values
- Focus Areas
- Feasibility



Draft CEDS

- Set Priorities
- Tactical goals
- Review & Finalize



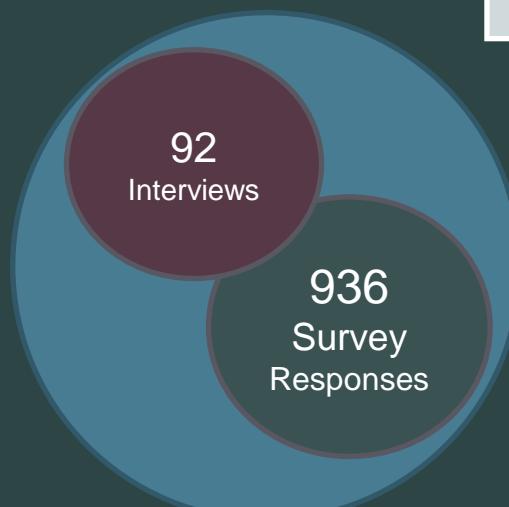
Plumas Co
Added to
SEDD

- Application
- BOS Approval
- SEDD Approval

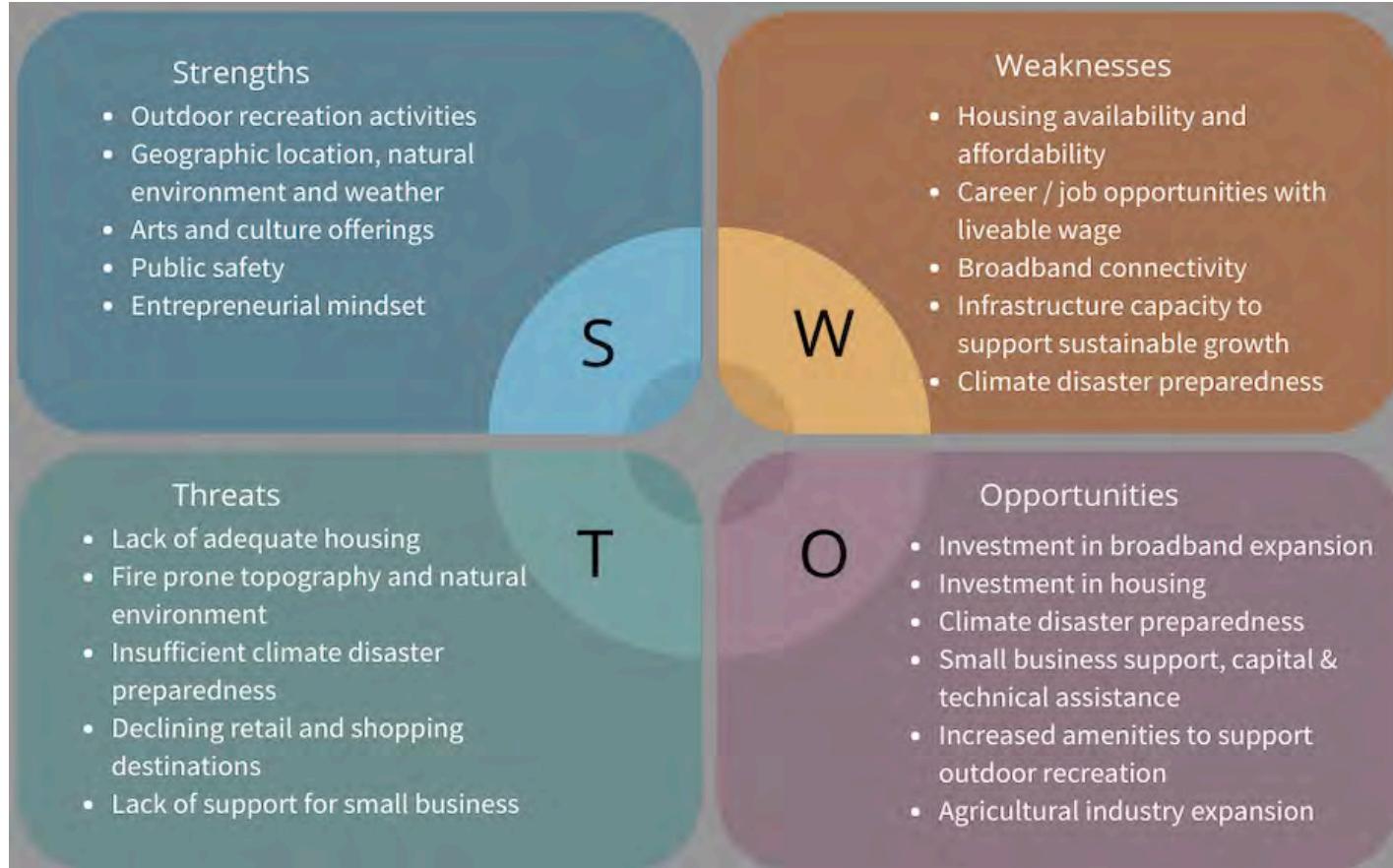


Implement
Projects

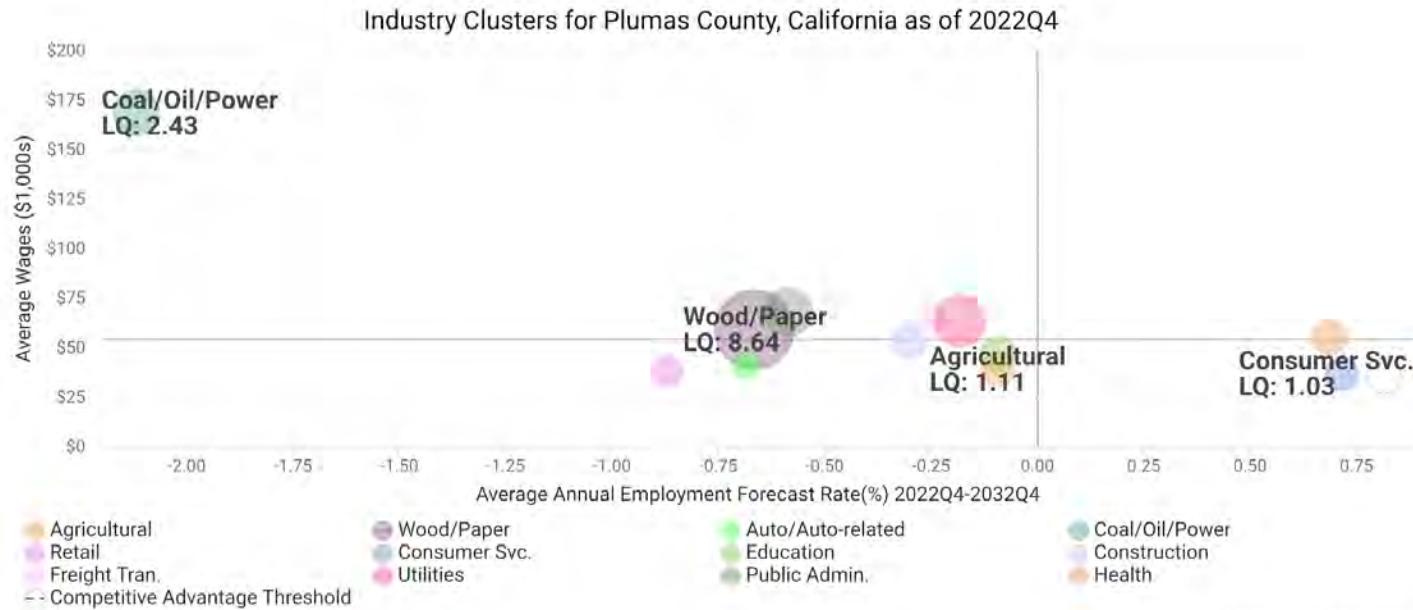
- Funding



SWOT Summary



Industry Cluster Analysis



Source: JobLink Data as of 2022Q4



SIERRA
BUSINESS COUNCIL

Income and Workforce by Industry in Plumas County, CA

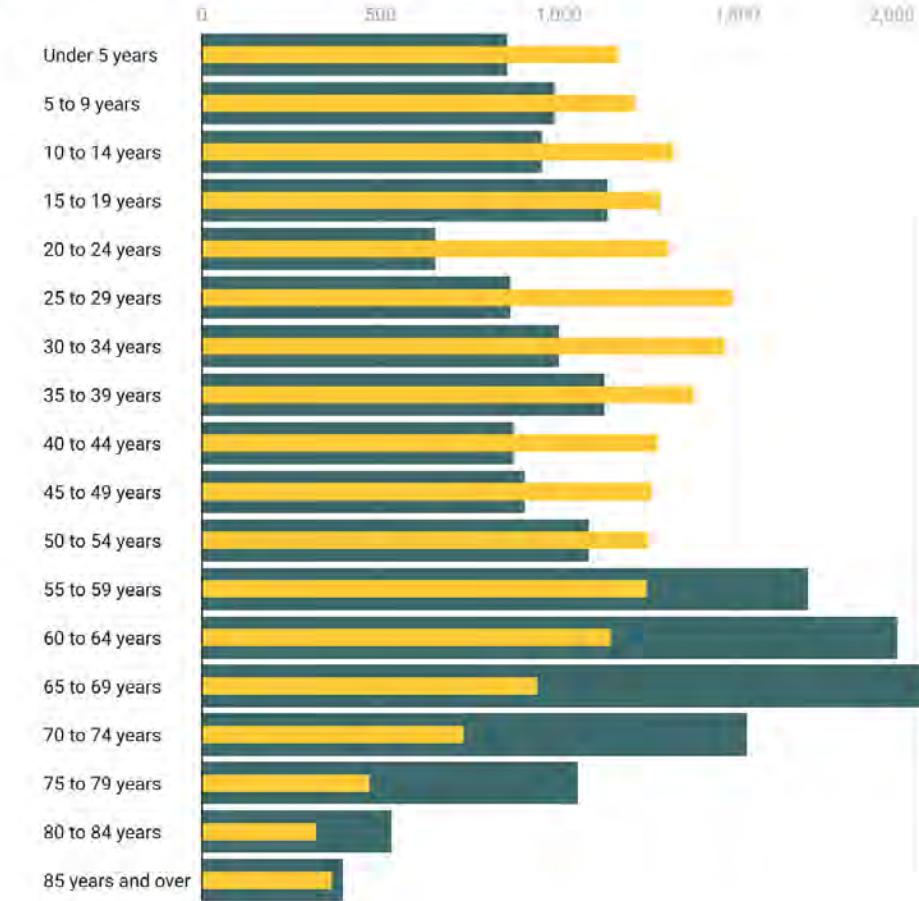


Data year 2020, ACS 5-year Estimate

Chart: Sierra Business Council • Source: US Census Bureau • Created with Datawrapper

Plumas County Age Distribution

Actual Population Population if California Average



Created with Datawrapper



Survey Question: What is your number one concern for your community's economic climate?



Lack of workforce housing

54 comments



Workforce & low wages

29 comments



Wildfire

27 comments

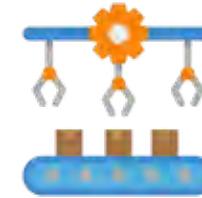


Broadband access

8 comments



Survey Question: What type of business would you like to see developed or expanded in your community?



Tourism & recreation

39 comments

Food & beverage

35 comments

Downtown retail

30 comments

Forestry & timber

16 comments

Manufacturing

15 comments

Clean & renewable energy

15 comments

Investments

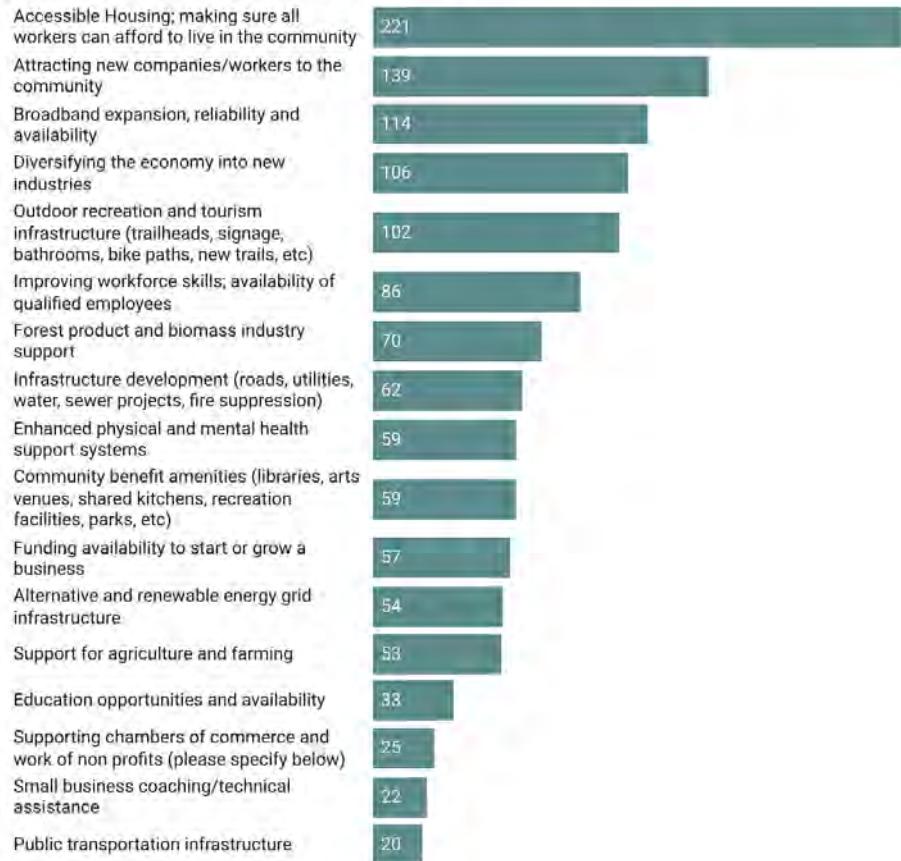
Survey Question: When thinking about the future of your community, what do you consider to be the Top 5 investment priorities for advancing economic prosperity, social equity, community health and vitality, and environmental sustainability?



We need to invest in lodging and housing for tourism, job growth, bringing in out of town workers, college students while also ensuring there is a place for people who want to live here permanently. In order to get here we need planning and action followed up by infrastructure expansion and support of our local services. -Respondent Quote

Investments Ranked as a Top 5 Investment Priority

266 Plumas County residents completed this survey question.



For example, 221 Plumas County residents ranked "accessible housing: making sure all workers can afford to live in the community" as a Top 5 Investment Priority for Plumas County.

Chart: Sierra Business Council • Source: CBDS Survey, 2022 • Created with Datawrapper



CEDS Focus Areas

Strengths & Opportunities to Leverage

- Small business support
- Broadband expansion
- Outdoor recreation
- Nature-based solutions

Risks to Mitigate or Manage

- Need for affordable housing
- Curation of living wage jobs
- Wildfire threat
- Disaster planning



CEDS Goals

Form of Capital	Why it's Important	Related CEDS Goal
Human	An inclusive and engaged business community and skilled workforce to meet the needs of the next generation economy.	Develop an Inclusive and Equitable Workforce
Economic	Economic diversification is critical to creating resilient and innovative regional economy by supporting the growth of existing businesses and attraction of new businesses	Catalyze Economic Diversification
Social	Builds prosperous and livable communities that honors cultural elements, invests in recreational opportunities and leverages natural strengths	Create vibrant, healthy and resilient communities
Natural	Values natural resources and ecosystem services while creating jobs through stewardship	Build community resilience through climate adaptation and mitigation efforts.
Financial	Ensures the capacity to identify, prepare for and secure all forms of funding	Ensure investment readiness through regional collaboration



Next Steps

- Codify Survey Results & SWOT
- Align action items with Goals
- Populate Priority Project List
- Release DRAFT CEDS for comment
- Update CEDS as appropriate
- Board approval & EDA approval
- Implementation



Support Slides

Strengths

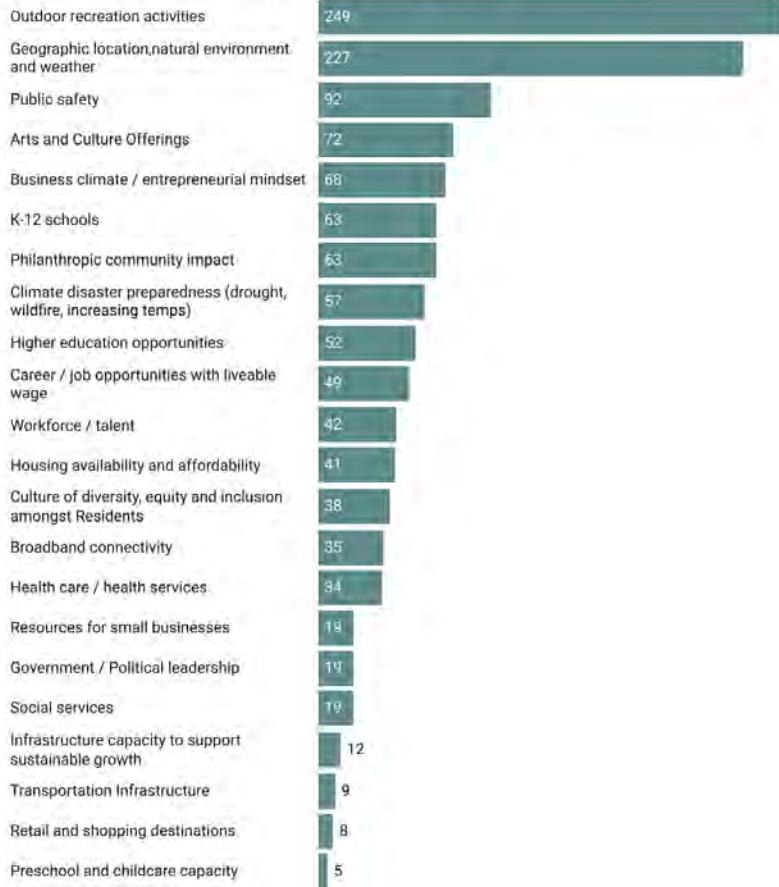
Survey Question: What do you consider to be the TOP 5 competitive strengths of your community when compared to other similar communities. Competitive strengths are those elements that currently exist in the region AND that contribute to the overall quality of life for residents, attractiveness for visitors and long term economic prosperity.



"It is difficult to find 5 strengths, the top 2 are solid, but a large gap to number 3-5... Our recreation opportunities are so numerous and easy to get to. There are no traffic problems, the roads, (when not on fire or sliding as a result of fire) are easy to access... Our local college has been progressive at procuring 4 year degrees and more, but again, they need housing NOW. There are livable wages, but some areas need to increase their wages as well." - Respondent Quote

Competitive Strengths Ranked as a Top 5 Strength

289 Plumas County residents completed this survey question.



For example, 249 Plumas County residents ranked "Outdoor recreation activities" as a Top 5 Strength for Plumas County.

Chair, Sierra Business Council - Source: CEDS Survey, 2022 - Created with Datawrapper

Weaknesses

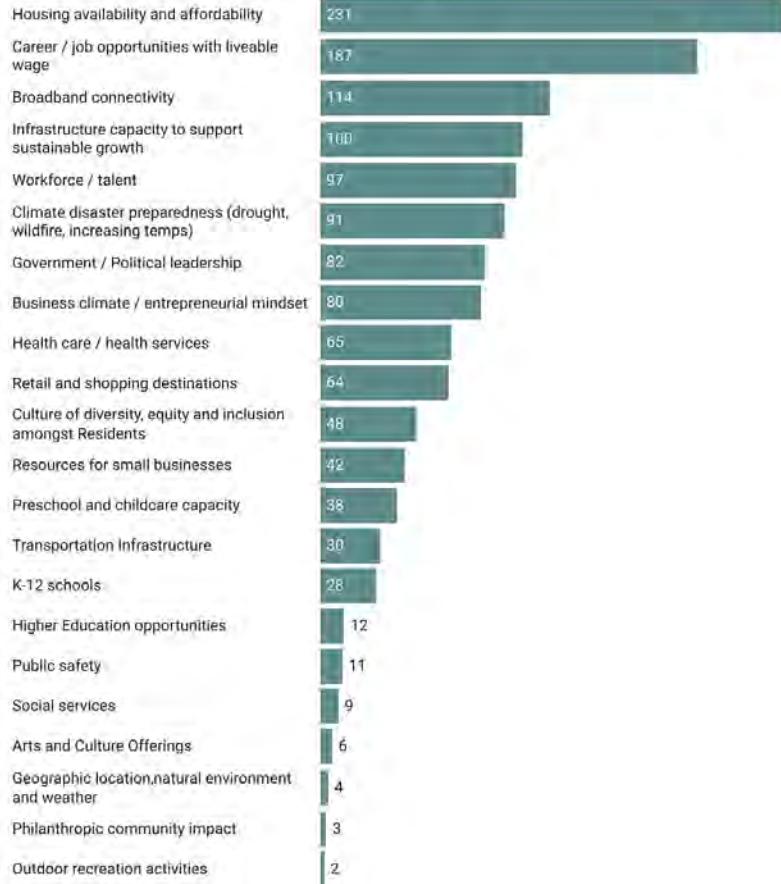
Survey Question: What do you consider to be the TOP 5 structural weaknesses in your community. Structural weaknesses are deficiencies that currently exist in the region AND that prevent sustainable, healthy growth or otherwise inhibit the overall quality of life for residents, attractiveness for visitors and long term economic prosperity.



“Unfortunately,... most of these are significant weaknesses in our county, and most are so interconnected. Lack of transportation leads to issues accessing health care and social services, government leadership choices lead to lower wages, which leads to a fewer tax dollars, which discourages people from moving here. Lack of housing prevents new employees from moving to the county, etc.” - Respondent Quote

Structural Weaknesses Ranked as a Top 5 Weakness

279 Plumas County residents completed this survey question.



For example, 231 Plumas County residents ranked "housing availability and affordability" as a Top 5 Weakness for Plumas County.

Chart: Stein Business Council - Source: CEDS Survey 2022 - Created with Datawrapper

Opportunities

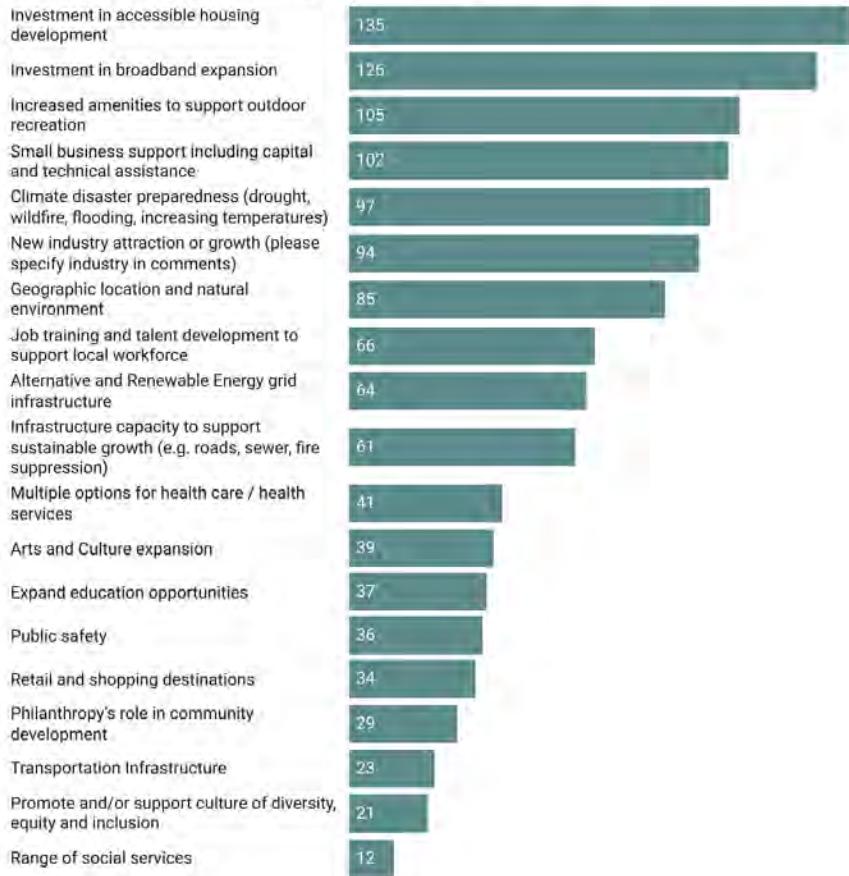
Survey Question: What do you consider to be the TOP 5 promising opportunities in your community. This section considers externalities that represent favorable circumstances that can be captured for economic prosperity, community resilience, and environmental sustainability. These would be opportunities to invest in projects or leverage larger efforts to achieve a goal.



“Plumas County has so much to offer with regards to recreation. With additional philanthropic endeavors, more recreation options could exist. Plumas co would be a great place for a business. There are so many needs that have not been met. How do we not have a drive up coffee shop? That is just one example, but lots of potentially viable business could thrive here. It's a safe place. You don't find that in a lot of areas.” - Respondent Quote

Promising Opportunities Ranked as a Top 5 Opportunity

262 Plumas County residents completed this survey question.



For example, 135 Plumas County residents ranked “Investment in accessible housing development” as a Top 5 Opportunity for Plumas County.

Chart: Sierra Business Council • Source: CEDS Survey, 2022 • Created with Datawrapper

Threats

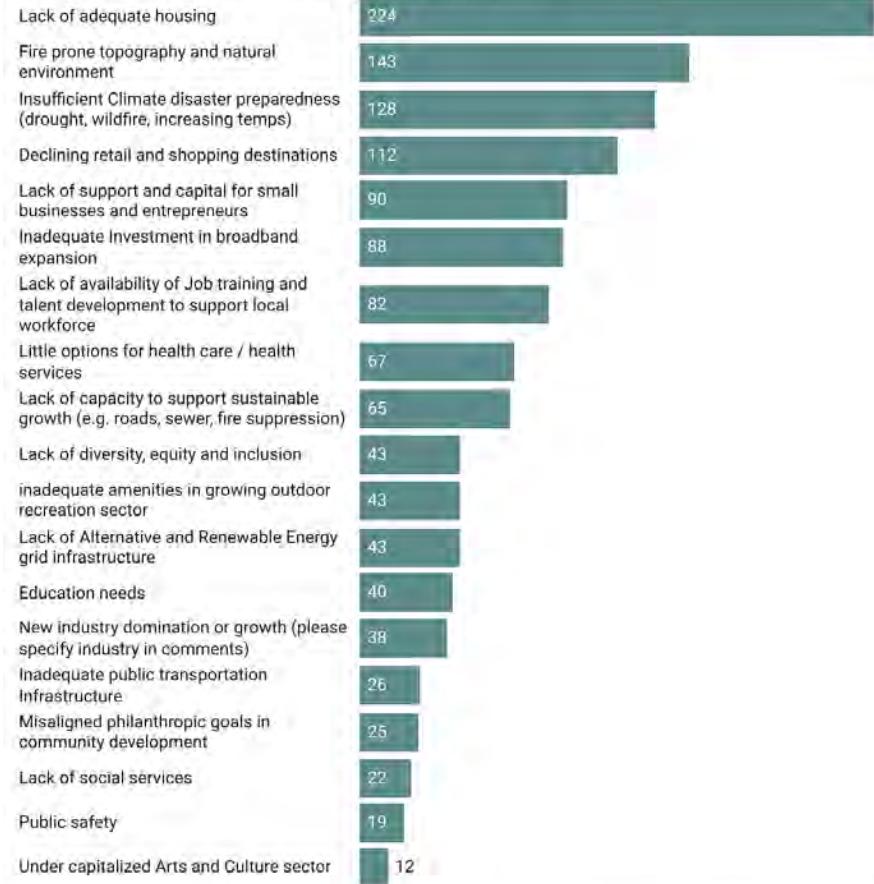
Survey Question: What do you consider to be the TOP 5 existential threats in your community. Existential threats challenge the vulnerable and fragile elements of a community's social, environmental, and economic well-being. They are things that must be addressed through mitigation investments, policy, and practice to safeguard livelihoods, protect ecosystems and protect the overall quality of life and economic prosperity of the community.



“There are many threats. Many businesses needing labor that is not there, including government positions. Businesses are hanging on a thread with no help from local government. We need to attract talent and non skilled labor to our community and they need somewhere to live. We need a developer to come in and build housing to support our community. That, and of course fire. It's exhausting to run a business up here, like living on an island with no help and you are on your own.” - Respondent Quote

Existential Threats Ranked as a Top 5 Threat

276 Plumas County residents completed this survey question.



For example, 224 Plumas County residents ranked 'lack of adequate housing' as a Top 5 Threat for Plumas County.

Chart: Sierra Business Council • Source: CEDS Survey, 2022 • Created with Datawrapper

Plumas County

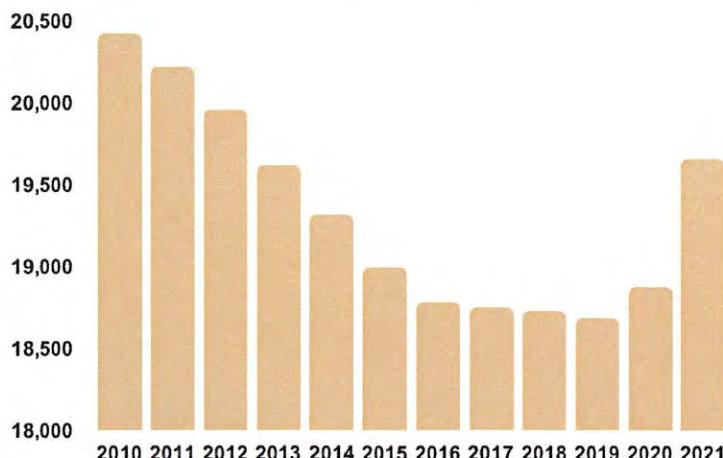
Demographics Profile



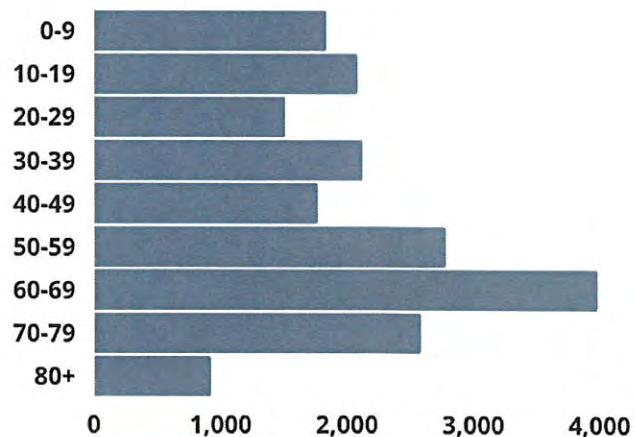
Plumas
County

	Plumas County	Quincy	Portola
Population	19,631	1,786	2,204
MHI	\$57,885	\$56,305	\$45,234
Poverty Rate	13%	19.5%	23%

Population Trend



Age Distribution



Race Distribution

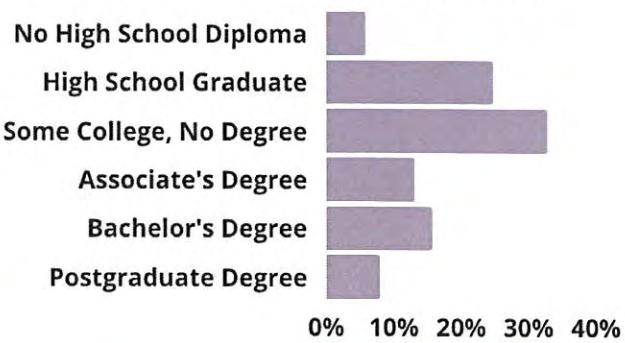
83% of population identifies as white



10% of population is Hispanic/Latino



Education Attainment, Age 25-64



7.7

People per
Square Mile

51.8

Median Age

\$35,139

Per Capita
Income

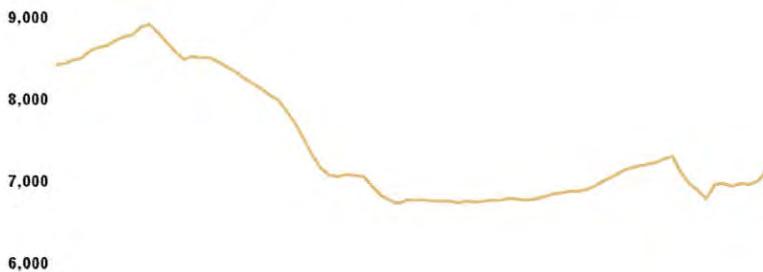
\$268,900

Median House
Value

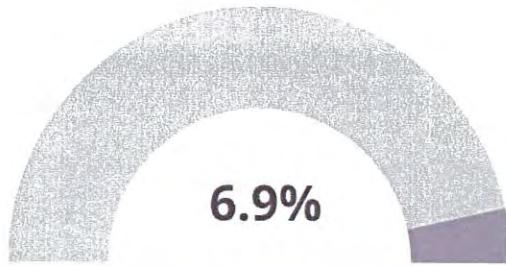
Plumas County

Economic Profile

Total Employment Trend 2002 - 2022



Unemployment, 2022



Total Wages Trend 2002 - 2022 (\$millions)



7,118

Total Workers

\$54,263

Avg Wage per Worker

58.4%

Privately Employed

950

Number of Establishments

Industry	Current (2022Q4)		5-Year History		5-Year Forecast		
	Empl	Avg Ann Wages	Empl Change	Ann %	Total Demand	Empl Growth	Ann % Growth
Health Care and Social Assistance	1,280	\$55,697	31	0.5%	713	45	0.7%
Public Administration	798	\$68,159	-187	-4.1%	368	-23	-0.6%
Accommodation and Food Services	677	\$38,376	9	0.3%	637	33	1.0%
Educational Services	668	\$50,162	62	2.0%	323	-5	-0.1%
Retail Trade	636	\$34,019	24	0.8%	403	-35	-1.1%
Construction	573	\$51,626	112	4.5%	269	-8	-0.3%
Manufacturing	496	\$72,572	-32	-1.3%	255	-12	-0.5%
Other Services	358	\$35,480	62	3.9%	216	0	0.0%
Arts, Entertainment, and Recreation	259	\$35,607	55	4.9%	203	8	0.6%
Professional, Scientific, and Technical Services	219	\$53,680	6	0.6%	99	1	0.1%



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: May 16, 2023

SUBJECT: Approve and authorize the Chair to sign a lease Agreement between the County of Plumas and PG&E for a non-exclusive use (as-needed) of the west parking lot at the Chester Memorial Hall for Public Safety Power Shutoff Events (PSPS) at a rate of \$150.00/ day; approved as to Form by County Counsel.

Recommendation:

Approve and authorize Board Chair to sign lease agreement between County of Plumas and PG&E for use as-needed of the west parking lot at the Chester Memorial Hall for Public Safety Power Shutoff Events (PSPS).

Background and Discussion:

This 3-year lease agreement between Plumas County and Pacific Gas & Electric (PG&E) is designed to assist the residents of Chester during a Public Safety Power Shutoff (PSPS) event. In the event a PSPS event is necessary, PG&E will set up tents in the west parking lot of the Chester Memorial Hall with charging stations for electronic devices as well as providing WIFI service. PG&E will also provide 'grab & go' bags with portable chargers and non-perishable snacks, bottled water, and bags of ice to help keep medications and other items cold for those affected by the PSPS event. This lease grants PG&E non-exclusive use of the west parking lot only (map is Exhibit A of the lease) at a rate of \$150/day. PG&E will not have access to the Chester Memorial Hall itself nor any of its amenities. PG&E will provide its own source of electricity, restroom facilities, and refuse disposal.

Action:

Approve and authorize Board Chair to sign lease agreement between the County of Plumas and PG&E for use as-needed of the west parking lot at the Chester Memorial Hall for Public Safety Power Shutoff Events (PSPS).

Fiscal Impact:

If a PSPS event is necessary in Chester, this lease will generate revenue at a rate of \$150 per day for the duration of the PSPS event for the General Fund. This lease shall not cause any expense to be generated from the General Fund.

Attachments:

1. 20230503100426

LEASE AGREEMENT FOR COUNTY PROPERTY USE

This Lease agreement ("Lease"), entered into effective May 1, 2023, by and between COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and Pacific Gas & Electric (PG&E) ("Tenant"), provides as follows:

County warrants and represents that it owns that certain parcel of land located in Chester, California, County of Plumas, more particularly described on Exhibit "A" attached to this Lease and incorporated for the purposes of description ("Parcel") and the west parking lot located on that parcel commonly referred to as the Chester Memorial Hall ("Building"); and

County wishes to lease to Tenant, and Tenant wishes to lease from County, under the terms and conditions of this Lease, the parking lot on the west side of the Chester Memorial Hall building located at 225 Gay Street in Chester, California. Except as specifically provided herein this lease does not include the use of any other common areas on the property.

Therefore, the parties agree as follows:

1. **The Premises.** County hereby agrees to lease to Tenant for the **sole purpose of Public Safety Power Shutoff Events**, and Tenant hereby leases from County, that Parking Lot, as shown on Exhibit "A" attached hereto and made a part of this lease for description purposes (the "Premises").
 - a. The Premises shall be leased to Tenant in its "as-is" condition, and County shall not be required to construct any improvements on, or provide any tenant improvement allowance for, the Premises.
 - b. Tenant has the right during the term of this Lease to the nonexclusive use of the parking lot on the west side of the building.
 - c. Tenant does not have the right to use or access the building or any of the buildings amenities including electricity, water, refuse disposal, or restroom facilities.
 - d. Tenant must provide its own power supply, water, refuse disposal, and restroom facilities.
2. **Term.** The term of this lease shall commence on 5/1/2023 and shall continue for a period of three (3) years until 4/30/26, unless sooner terminated as provided in Paragraph 4 of this Lease Agreement.
3. **Rent.** Tenant shall pay to Lessor the sum of One Hundred Fifty Dollars (\$150.00) per day for each day of use.
4. **Notice.** Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To County at: Facilities Services
County of Plumas 198 Andy's Way
Quincy, CA 95971
Attention: Director of Facilities

To Tenant at: Pacific Gas & Electric
1850 Gateway Blvd.
Concord CA 94520
Attention: Donald Kennedy

5. **Parking**. It is agreed that Tenant, its agents, servants, employees, customers, guests, and invitees, shall have the non-exclusive right to park without charge, **only** in the area outlined in Exhibit A.
6. **Possession**. County promises to place Tenant in peaceful possession of the Premises **only** as it pertains to **Public Safety Power Shutoff Events**, and Tenant, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition.
7. **Use**. Tenant shall use the Premises as a Customer Resource Center and only during Public Safety Power Shutoff Events, and shall not use or permit the Premises to be used for any other purpose.
8. **Compliance with Laws**. Tenant shall, at Tenant's own cost and expense, obtain and maintain all licenses, permits, certificates, or other authorizations of any governmental authority having jurisdiction thereover, which may be necessary for the conduct of its business in the Premises. Without limiting the generality of the foregoing, and except for obligations that are the responsibility of the County as provided in Paragraph 1, Tenant shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances, and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises by Tenant for the purposes leased hereunder. Tenant shall defend, indemnify, and hold County harmless from and against any claims, penalties, losses, damages, or expenses imposed by reason of Tenant's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.
9. **Alterations by Tenant**. Tenant agrees that Tenant will make no alterations to the Premises without the prior written consent of the County.
10. **Hazards**. Tenant shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by County's insurance policies.
 - a. Tenant shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Tenant allow the Premises to be used for any improper, immoral, unlawful, or unsafe

purpose, including, but not limited to, the storage of any flammable materials.

- b. Tenant shall not use any apparatus, machinery, or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the parking lot.
- c. Tenant further agrees that Tenant will not install or construct within the Premises or Building electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of County.
- d. Tenant shall not cause or permit any Hazardous Material, as defined below, to be generated, brought onto, used, stored, or disposed of in or about the Premises or the Building by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Material. Tenant shall use, store, and dispose of all such Hazardous Material in strict compliance with all applicable statutes, ordinances, and regulations in effect during the term of the Lease that relate to public health and safety and protection of the environment.
- e. “Hazardous Material” shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes: (i) any “hazardous substance,” as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); (ii) “hazardous waste,” as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); (iii) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect); (iv) petroleum products; (v) radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4; (vi) asbestos in any form or condition; and (vii) polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

11. **Care of the Premises.** Tenant shall, at Tenant’s sole expense and in accordance with the terms of this Lease, keep the Premises (including all tenant improvements, alterations, fixtures, and furnishings) in good order, repair, and condition at all times during the Lease Term.
12. **Indemnification.** County shall not be liable to Tenant or any other person whomsoever for death or personal injury or for loss or destruction of, or damage to, property in, on, or about the Premises and any improvement thereon, and Tenant shall indemnify and hold harmless County and its officers, agents, and employees from and defend the same against any and all claims, liens, liability, expense (including attorneys' fees), losses and judgments arising from death or personal injuries or from the loss or destruction of, or damage to, property of any

person whomsoever resulting from the acts, omissions, or negligence of Tenant, Tenant's officers, agents, contractors, permittees, or employees with respect to use of or Tenant's obligation to maintain the Premises and any improvements thereon, except for claims, liens, liability, expense, losses and judgments arising from the active negligence of County, its officers, agents, contractors, and employees. The indemnification provided in this paragraph may not be construed or interpreted as in any way restricting, limiting, or modifying Tenant's insurance or other obligations under this Lease and is independent of Tenant's insurance and other obligations. Tenant's compliance with the insurance requirements and other obligations under this Lease shall not in any way restrict, limit, or modify Tenant's indemnification obligations under this Lease.

13. County's Right to Inspect. Tenant agrees to permit County and its authorized representatives to enter the Premises at all reasonable times during Public Safety Power Shutoff Events for the purpose of inspection.
14. Fixtures and Personal Property. Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Tenant shall be and remain the property of Tenant and County agrees that Tenant shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Tenant agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.
15. Repairs and Maintenance. Tenant shall make any repairs or replacements necessitated by damage caused by the Tenant or its employees, agents, invitees, or visitors. Provided, however, if Tenant fails to make any such repairs or replacements promptly, County may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Tenant, and Tenant shall repay the cost of the repairs or replacements to County on demand.
16. Utilities. Tenant agrees to provide all utilities at its own expense.
17. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by earthquake, fire, or other casualty, County shall have the option to either repair or terminate the Lease. County shall notify Tenant within thirty (30) days of the date of the damage whether County elects to repair or terminate the Lease. If County elects to terminate the Lease, the Lease shall be deemed terminated as of the date of damage. If County elects to repair, County shall promptly and through the exercise of reasonable diligence repair the damage and restore the premises, at County's expense, to the condition in which the premises existed immediately prior to the damage or destruction. If the damage does not render the Premises unfit for the conduct of Tenant's business, there shall be no abatement of rent during the period of repair. If the damage renders the Premises, in whole or in part, unfit for the conduct of Tenant's business, and the damage was not the result of the negligence or willful misconduct of Tenant or Tenant's employees, contractors, licensees, or invitees, and provided that Tenant is not then in default under this Lease, Tenant shall be provided with a proportionate abatement of rent based on the rentable square footage of the Premises rendered unusable

(due to physical damage to the Premises or the Building or the unavailability of access to the Premises).

18. **Condemnation.** As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, (c) the conveyance of any interest in the Premises by the County or the Tenant to a public or quasi-public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn, and (d) the decision by the Board of Supervisors of the County to change the use of the Premises, Building, or Parcel in a way that is no longer compatible with Tenant's continued use of the Premises, including a decision to allow any County agency or department to occupy the Premises, in whole or in part. In the event any part of or interest in the Premises, Building, or Parcel is condemned, this lease shall terminate at the option of either County or Tenant as of the date title or actual possession vests in the condemnor, whichever first occurs, or the date set by the Board of Supervisors of the County for the change of use of the Building or Parcel, as applicable, and rent under this Lease shall be payable only to that date. County shall return to Tenant any rent paid beyond that date. County shall give Tenant written notice promptly after receiving notice of any contemplated condemnation and Tenant shall have thirty (30) days after receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Tenant in the ordinary conduct of its business or will in Tenant's opinion injure Tenant's business.
19. **Assignment and Subletting.** Tenant may not sublease or assign all or any portion of the Premises without County's prior written consent,
20. **Liens.** Tenant shall keep the Premises and all improvements thereon, as well as Tenant's leasehold interest therein, free from any and all liens arising out of any work performed, materials furnished, or obligation incurred, by Tenant, Tenant's employees, agents, and contractors. County has the right at all times to post and keep posted on the Premises and any building or facility built thereon, any notice it considers necessary for protection from such liens. At least seven (7) days before beginning construction of any improvements or alteration to any improvements on the Premises, Tenant shall give County written notice of the expected commencement date of that construction to permit County to post and record a notice of non-responsibility. Tenant agrees to hold County harmless from any such liens, and to pay County upon demand the cost of discharging such liens with interest at the then existing legal rate per annum from the date of discharge, together with reasonable attorneys' fees in connection with the settlement, trial, or appeal of any such lien matter. Should Tenant's leasehold interest be transferred to any other party by operation or enforcement of any such lien, such transfer shall constitute an immediate event of default under Paragraph 29 of this Lease without any requirement for notice or an opportunity to cure to be given to Tenant, the transferee, or any other party, and County shall have the right, in its sole discretion, to immediately terminate this Lease at any time following such transfer and pursue any additional remedies available under this Lease and applicable law.
21. **Landlord Self-Help.** In the event Tenant shall fail to pay and discharge or cause to be paid and discharged, when due and payable, any tax, assessment or other charge upon or in connection with the Premises, or any lien or claim for labor or material employed or used or

any claim for damages arising out of the construction, repair, restoration, replacement, maintenance and use of the Premises and any improvements thereon, or any judgment on any contested lien or claim, or any insurance premium or expense in connection with the Premises and improvements, or any other claim, charge or demand which Tenant has agreed to pay or cause to be paid under the terms of this Lease, and if Tenant, after 10 days' written notice from County to do so shall fail to pay and discharge the same, or in the event Tenant contests such tax, assessment, claim or charge and fails to post security as provided in Paragraph 28, then County may, at its option, pay any such tax, assessment, insurance expense, lien, claim, charge or demand, or settle or discharge any action therefor, or judgment thereon, and all costs, expenses and other sums incurred or paid by County in connection with any of the foregoing shall be paid by Tenant to County upon demand, together with interest thereon at the legal rate from the date incurred or paid. Any default in such repayment by Tenant shall constitute a breach of the covenants and conditions of this Lease.

22. **Default by Tenant.** Should Tenant at any time be in default with respect to payment of rent for a period of five (5) days after written notice from County; or should Tenant be in default in the performance of any other of its obligations under this Lease for fifteen (15) days after written notice from County specifying the particulars of the default; or should Tenant vacate and abandon the Premises; or if a petition in bankruptcy or other insolvency proceeding is filed by or against Tenant, without dismissal within thirty (30) days of filing; or if Tenant makes any general assignment for the benefit of creditors or composition; or if a petition or other proceeding is instituted by or against the Tenant for the appointment of a trustee, receiver, or liquidator of Tenant or of any of Tenant's property pursuant to laws for the benefit of creditors; or if a proceeding is instituted by any governmental authority for the dissolution or liquidation of Tenant; then and in any such events, County, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the premises.
 - a. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant.
 - b. Should County elect to reenter, this lease shall be deemed terminated; provided, however, that County shall be entitled as against Tenant to the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease following the day of reentry and the amount of rent County receives during that period from any subsequent tenant of the Premises.
 - c. Should this lease be terminated pursuant to the terms of this paragraph, County may, at its sole discretion, relet the Premises and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as County, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said Premises and improvements. County shall have no obligation to relet the Premises.
 - d. In the event that County relets the Premises pursuant to the terms of this paragraph,

Tenant shall be immediately liable to pay to County, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such reletting, including any costs for alterations and repairs to the Premises incurred by County.

23. **Recovery of Damages.** Should County at any time terminate this lease under County's express rights set forth in this Lease for any breach, County may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of the breach, including the cost of recovering the Premises.
24. **Non-waiver of Defaults.** The waiver by County of any breach by Tenant of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition of this Lease. No term, covenant or condition hereof can be waived except by the written consent of County, and forbearance or indulgence by County, in any regard whatsoever, shall not constitute a waiver of the terms, covenants or conditions to be performed by Tenant to which the same may apply, and until complete performance by Tenant of the term, covenant or condition, County shall be entitled to invoke any remedy available to it hereunder or by law, despite such forbearance or indulgence.
25. **Nondiscrimination.** Tenant agrees not to discriminate in the conduct of its business on the Premises, or through any other use of the Premises, on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
26. **Estoppel Certificates.** County and Tenant shall, respectively, at any time and from time to time upon not less than ten (10) days prior written request by the other, deliver to the requesting party an executed and acknowledged statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there has been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modifications); (ii) that to its knowledge the requesting party is not in default under this Lease (or if any such default exists, the specific nature and extent thereof); and (iii) the date to which rent and other charges have been paid in advance, if any. Each certificate delivered pursuant to this section may be relied on by any prospective purchaser or transferee of the Premises or of County or Tenant's interest hereunder or by any fee mortgagee of the Premises or of County or Tenant's interest hereunder or by any assignee of any such mortgagee.
27. **Redelivery of Premises.** Tenant agrees to redeliver to County the physical possession of the Premises at the end of the term of this Lease, or any extension of this Lease, in good condition, excepting reasonable wear and tear, and damage by fire or from any other cause not attributable to the willful or negligent act of the Tenant, or its employees, agents, invitees, or visitors.
28. **Attorneys' Fees.** If either party is required to place the enforcement of all or any part of this Lease, the recovery of possession of the Premises, or damages in the hands of an attorney, or

if legal proceedings are commenced by either party against the other party to protect or enforce rights or obligations under this Lease, the prevailing party, whether as Plaintiff or Defendant, shall be entitled to recover its reasonable attorneys' fees and costs.

29. Time of Essence. Time is of the essence in this lease.
30. Headings. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provisions of this Lease.
31. Mutuality. All covenants and conditions in this Lease are mutually dependent.
32. Refurbishments. Tenant shall be responsible for repaving the Premises if repaving is made necessary by the negligent or intentional acts of Tenant or its agents, employees, servants, contractors, or subcontractors, or by the breach of any other obligation of Tenant under this lease.
33. Lease Made in California. This Lease has been made and shall be construed in accordance with the laws of the State of California.
34. County's Signs. County reserves the right for itself or its agents to install a sign designating the Building and/or Parcel for sale or for lease, and to show the space to a prospective tenant, should Tenant not renew this lease within ninety (90) days prior to its termination date.
35. Recordable Acceptance. Upon request by County, Tenant agrees to give a letter of acceptance and memorandum of lease in recordable form on commencement of this lease.
36. Real Estate Commission. Tenant acknowledges that Tenant contacted County directly, and that no real estate commission is due or payable from County. Tenant will hold County and owners harmless from any claim made for a real estate commission.
37. Transfer By County. The term "County" shall mean only the owner for the time being of the Building and Parcel, and in the event of a transfer by that owner of its interest in the Building or Parcel, the owner shall be released and discharged from all covenants and obligations of the County thereafter accruing, but such covenants and obligations shall be binding during the lease term on each new owner, and their successors and assigns for the duration of this lease.
38. Relationship of Parties. County is neither a joint venturer with nor a partner or association of Tenant with respect to any matter provided for in this Lease. Nothing herein contained shall be construed to create any such relationship between the parties or to subject County to any obligation of Tenant hereunder.
39. Surrender and Merger. The voluntary or other surrender or termination of this Lease by Tenant or a mutual cancellation thereof shall not work a merger and shall, at the option of County, terminate all or any existing subleases or subtenancies or may, at the option of County, operate as an assignment to County of all such subleases or subtenancies.

40. SB 1186 Notice. As of the date of this Lease, the Premises have been inspected by a Certified Access Specialist.
41. Liability Insurance. During the lease term, Tenant shall, at Tenant's own expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in California, that will insure Tenant and Owner (and such other parties as are designated by Owner) against liability for injury to person and property and for each of any person or persons occurring in or about the premises. Each such policy shall be subject to approval by Owner as to form and as to insurance company. The liability coverage under such insurance shall have a minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000) for any one person injured or killed, a minimum per accident limit the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000), and a coverage limit for property damage the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Each policy shall be endorsed to name the Owner, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section, the "Owner") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. If, in the considered opinion of Owner's insurance advisor, the amount of such coverage is not adequate, Tenant shall increase the coverage to such amounts as Owner's advisor shall deem adequate. All coverage available under such policy to Tenant, as the named insured, shall also be available and applicable to the Owner, as the additional insured. All of Tenant's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the Owner, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Tenant's policy shall be primary insurance as respects the Owner, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the Owner, its officers, officials, employees, representatives and agents shall be in excess of the Tenant'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. To the extent that Tenant carries any excess insurance policy applicable to its occupancy of the premises, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the Owner before the Owner'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. Tenant shall provide Owner with copies or certificates of all policies required by this Lease, including in each instance an endorsement providing that such insurance shall not be canceled except after thirty (30) days' notice to Owner.
42. Landlord's Lien. County shall have at all times a valid lien for all rentals and other sums of money becoming due under this Lease from Tenant, subject to any purchase money liens or security interests outstanding from time to time to third parties, on all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant, other than Tenant's lighted sign, situated on and in the Premises, and after notice of default is given by County such property shall not be removed from the premises without the consent of County until all arrearages in rent as well as any and all other sums of money then due to County under

this Lease shall first have been paid and discharged.

- a. Tenant hereby grants a security interest, subject to any purchase money liens or security interests executed by Tenant outstanding from time to time to third parties, in that personal property, and the lien hereby granted may be foreclosed in the manner and in the form provided by law for foreclosure of a security interest under the Uniform Commercial Code of the State of California, or in any other manner and form provided by law.
- b. The statutory lien for rent is not hereby waived, but the express contractual lien herein granted is in addition and supplemental thereto.

This instrument is executed as of the above date in multiple counterparts, each of which shall constitute an original.

“COUNTY”

COUNTY OF PLUMAS, a political subdivision of the State of California

By: _____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date:

“TENANT”

PACIFIC GAS & ELECTRIC, a CA corporation

By: _____
Name: Donald Kennedy
Title: Land Acquisitions Manager
Date:

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board
Date:

Approved as to form:



5/3/2023

Joshua Brechtel
Deputy County Counsel

EXHIBIT "A"
MAP OF PREMISES





**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Gretchen Stuhr, Director of County Counsel

MEETING DATE: May 16, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign Amendment No. 1 to the agreement between Plumas County and Municipal Resource Group, LLC for additional investigations; increasing compensation by \$40,000 for a total amount not to exceed \$48,000; effective February 14, 2023; approved as to form by County Counsel

Recommendation:

The County Counsel's office would like to amend the Agreement signed with MRG, LLC. increasing the total compensation by \$40,000 for a total amount not to exceed \$48,000.

Background and Discussion:

The County Counsel's Office wishes to amend the agreement for investigations with Municipal Resource Group, LLC. (MRG, LLC.) increasing the total compensation by \$40,000 due to additional investigations. The total amount of the contract is not to exceed \$48,000.

Action:

It is recommended that the Board of Supervisors approve the attached First Amendment to Agreement.

Fiscal Impact:

Out of Budget item: General fund (20020) - Professional Services (521900) additional \$40,000

Attachments:

1. MRG, LLC Amendment 1 2023
2. MRG, LLC Original agreement

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND MUNICIPAL RESOURCE GROUP, LLC

This First Amendment to Agreement (“Amendment”) is made on February 14, 2023, between PLUMAS COUNTY, a political subdivision of the State of California (“COUNTY”), and Municipal Resource Group, LLC (“CONTRACTOR”) who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Municipal Resource Group have entered into a written Agreement dated November 21, 2022, (the “Agreement”), in which Municipal Resource Group agreed to provide investigative services to Plumas County.
 - b. Because the County requires additional investigations the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2 is amended to read as follows:

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 Forty-Eight Thousand and 00/100 Dollars (\$48,000.00).
 - b. Exhibit A is amended to read as follows:

Upon request of County, Contractor shall perform investigative services in regards to employment matters.

Contractor shall deliver a written report of the investigations and resulting findings and recommendations to the Plumas County Counsel’s Office.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated November 21, 2021 shall remain unchanged and in full force and effect. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Municipal Resource Group, LLC from February 14, 2023 to date of approval of this first amendment by the Board of Supervisors.

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

CONTRACTOR:

Municipal Resource Group, LLC

By: Mary Egan
Name: Mary Egan
Title: Member/Manager/Managing Partner
Date signed: 5/3/23

COUNTY:

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

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

ATTEST:

By: _____
Name: Heidi White
Title: Clerk of the Board of Supervisors
Date signed: _____

Approved as to form:



5/3/2023

Gretchen Stuhr
Plumas 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 County Counsel (hereinafter referred to as "County"), and Municipal Resource Group, LLC, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand and 00/100 Dollars (\$8,000.00).
3. Term. The term of this Agreement commences November 21, 2022 and shall remain in effect through November 20, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 21, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

County Counsel's Office
520 Main Street, Room 302
Quincy, CA 95971
Attention: Gretchen Stuhr, County Counsel

Contractor:

Mary Egan
Managing Partner
Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693

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

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

CONTRACTOR:

Municipal Resource Group, LLC

By: Mary Egan

Name: Mary Egan

Title: Member/Manager/Managing Partner

Date signed: 12-5-2022

COUNTY:

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

By: Kevin Goss

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed: 11/29/2022

ATTEST:

By: Heidi White

Name: Heidi White

Title: Clerk of the Board

Date signed: 11-29-2022

Approved as to form:

Sara James

Sara James
Deputy Plumas County Counsel

_____ COUNTY INITIALS _____

- 7 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

Upon request of County, Contractor shall perform investigative services regarding allegations of misconduct of a Plumas County employee.

Contractor shall deliver a written report of the investigation and resulting findings and recommendations to the Plumas County Counsel's Office.

EXHIBIT B

Fee Schedule

The County agrees to pay Contractor at the rate of \$295.00 per hour for work done in this matter. It is estimated that this matter will be conducted remotely through video conferences and telephone interviews and take approximately 20-25 hours. When appropriate, Contractor uses a research assistant at \$95.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time Contractor spends on telephone calls relating to County's matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee, up to \$750 in expenses. The expenses commonly included are document production costs, travel and mileage reimbursement at the current IRS rate. All expenses will be charged at Contractor's cost.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kyle Hardee, Administrative Services Officer
MEETING DATE: May 16, 2023
SUBJECT: Authorize the Interim Director of Behavioral Health to recruit and fill, funded Information Systems Technology - Extra help position.

Recommendation:

Approve the filling of the funded Information Systems Technology - Extra help position.

Background and Discussion:

The Behavioral Health Department is requesting approval to fill the and funded, Information Systems Technology - Extra help position. The position is fully funded in Department 70570 in the 2022-2023 budget.

Action:

Approve the filling of the funded Information Systems Technology - Extra help position.

Fiscal Impact:

This position would be filled without the use of any additional General Fund monies.

Attachments:

1. CRITICAL STAFFING QUESTIONNAIRE- Info Sys Tech EH 5-2-23
2. Information Systems Technician NS 2017
3. PCBH Org Chart 5-16-2023

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED IN 22-23 BUDGET

Information Services Technician- Extra Help

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Information Services Technician Extra Help position is a legitimate business justification due to the support of hardware and software in a large department and the upgrade of the Electronic Health Records system.**
- Why is it critical that this position be filled at this time? **The Department is preparing to upgrade it's Electronic Health Records System (EHRS) to meet new State requirements as part of the CalAim payment reform program.**
- How long has the position been vacant? **The position has been vacant since March 2023.**
- Can the department use other wages until the next budget cycle? **The position is fully funded in Other Wages for the current fiscal year.**
- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size use a comparable number of Information Services Technicians.**
- What core function will be impacted without filling the position prior to July 1? **Without an Information Services Technician staff may not be able to access needed patient records and update MediCal records for timely billing. Important deadlines for the new EHRS system implementation may also be missed.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **Possible fines and delayed payments if deadlines are not met.**
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **No impact is expected as funding is secure and ongoing.**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No.**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No.**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No General Fund monies support is required.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses if needed.**

INFORMATION SYSTEMS TECHNICIAN**DEFINITION**

Under close supervision, the Information Systems Technician ensures the efficient operation and integrity of automated information systems; analyzes, investigates and resolves computer-related problems; provides training and instruction on programs and procedures; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Information Systems Technician is a single level class. Incumbents provide basic computerized information system helpdesk support and training for users of computer systems. Incumbents perform computer installation, maintenance and repair work, with some guidance and supervision.

REPORTS TO

Division Program Manager or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None

INFORMATION SYSTEMS TECHNICIAN – 2

EXAMPLES OF DUTIES:

- Acts as a resource person for users by answering questions either by phone or in person and resolving problems related to the use, application and operation of automated information systems.
- Diagnoses problems to determine if the cause is due to the system, software, hardware or other source and corrects them. Refers more difficult problems to appropriate personnel or vendors.
- Sets up, monitors, installs and repairs computer hardware and installs software including state or federal provided operating systems, word processing, database, spreadsheet and other software.
- Writes or assists in writing and revising procedures, instructional materials and staff development tools for system related training.
- Trains system users on hardware and software usage; explains operating systems and provides on-going support for department staff; may provide training on specific statewide automated systems utilized by assigned department.
- Researches regulations, procedures and/or technical reference materials as necessary.
- Meets with staff regarding systems usage, improvements, modifications, maintenance and operations needed for an efficient computer system.
- Works with computer support personnel in identifying problems with the system, programs, PC's or printers. Documents and tracks system problems and writes the reports on issues. Recommends necessary hardware and software changes; and performs system upgrades.
- Authorizes system access to new users, assigns users a profile and password.
- Performs related duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.

INFORMATION SYSTEMS TECHNICIAN – 3

Knowledge of:

- Operating principles and characteristics of personal computer hardware and software systems.
- Concepts and terms applicable to state-of-the-art information systems.
- Basic principles of local area network systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- Work methods and techniques employed by department staff including documentation and reporting requirements.
- Terminology relating to computer software, hardware and peripheral equipment.

Ability to:

- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot personal computer hardware and software problems.
- Analyze user problems, evaluate alternatives and reach sound conclusions.
- Identify, evaluate and research operational problems, and makes recommendations for change.
- Organize, prioritize, schedule, and coordinate workflow to meet production deadlines.
- Establish and maintain effective working relationships with all persons contacted during the course of work.
- Maintain confidentiality of information.
- Write and maintain logs of work performed and actions taken to solve information system problems in a clear and concise manner.
- Communicate clearly and concisely, both orally and in writing.

Training and Experience:

Qualifications needed for this position:

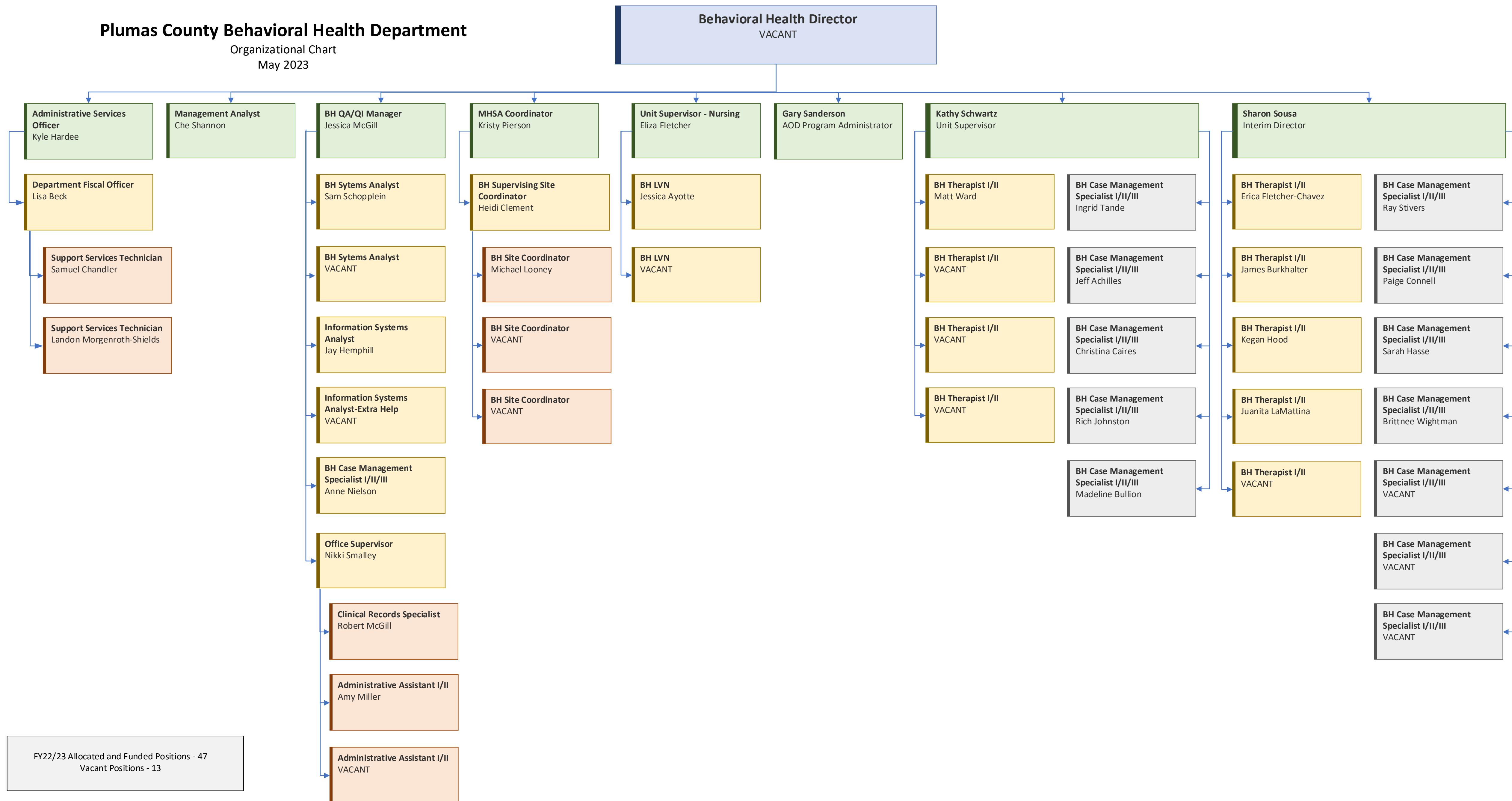
Two (2) years full-time experience or formal education/training in the operation of computers and peripheral equipment in an information systems environment that includes the troubleshooting of personal computer hardware, software and peripheral equipment problems.

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

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

Plumas County Behavioral Health Department

Organizational Chart
May 2023





**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Heidi White, Clerk of the Board

MEETING DATE: May 16, 2023

SUBJECT: Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 41st Annual Christian Encounter Ministries Agony Ride, to be held on July 28-29, 2023, in Sierra Valley.

Recommendation:

N/A

Background and Discussion:

N/A

Action:

N/A

Fiscal Impact:

N/A

Attachments:

1. Plumas Board of Supervisors letter
2. Operating Plan 2023
3. Rider Safety
4. Agony Route Map 2011
5. CHP-Quincy 050523
6. Plumas county COI
7. A267.1 Endorsement
8. Annual Agony Ride - BOS LETTER



Christian
Encounter
Ranch

P.O. Box 1022
Grass Valley, CA 95945
christianencounter.org
530.268.0877

Board Chair,

Christian Encounter Ministries is planning our 41st annual Agony ride in the Sierra Valley July 28-29, 2023. As in the past few years, Caltrans will require a letter of resolution from Plumas County for our use permit for Hwys 49 and 70. I've attached a copy of this letter on our letterhead, as well as the packet that I am sending to the Plumas County Dept of Public Works. Plumas County CHP and Sheriffs have also been notified of our event.

Please send a Plumas County letter of resolution for the Agony Ride to me at:

caryn@christianencounter.org

or

Caryn Galeckas
Christian Encounter Ministries
PO Box 1022
Grass Valley, CA 95945

Thank you very much for your assistance.

Caryn Galeckas
Office Manager
Christian Encounter Ministries

Christian Encounter Ministries
Agony Ride, July 28-29, 2023
Operating Plan

We expect to have 70-100 riders. The ride is scheduled to begin at 1:00 p.m. on July 28 and end at 1:00 p.m. on July 29. We plan to begin the ride in Loyalton, following a three-leg route. For the first leg, the riders will travel north on A24, turn right on Dyson Lane, turn left on Hwy. 49 for approximately three miles, and turn right on Hwy. 70 for approximately 200 yards to the SAG station at the Vinton Grange. On the second leg, the riders will leave the Grange via Ede Street, turn left on Hwy. 49, turn right on Dyson Lane, then go straight on A24 to Feather River Land Trust property, at the Maddelena cattle shoot, approximately 2 miles south of Highway 70. Leg three has the riders return to Loyalton, remaining on A24 the entire way. They will then repeat this route for the entire 24 hours.

Riders are required to wear helmets and orange reflective vests and are instructed to obey traffic laws. They are also required to have white headlights, red taillights, and reflectors in compliance with CA vehicle code section 21201 if riding at night. Signs are posted along the highway warning vehicles of the event and reminding riders to stay single file. Riders must check in at each SAG station. Several roving vehicles will also be available to monitor and assist the riders. Pavement markings to warn riders of hazards and mark directions will be done with spray chalk. In addition to the roving vehicles, we expect to have 30-40 volunteers manning each SAG station.

RIDER SAFETY

During the Agony Ride

You must obey all the California State traffic rules that apply to bicycle operation. Always travel the same direction as vehicle traffic. Signal before making a turn, don't go over 55 mph (don't you wish), ride single file, etc.

Safety equipment:

1. You must wear the Agony vest on the outside of all clothing.
2. You must wear a bike helmet and gloves, and have your bike equipped with side, front and rear reflectors. You must use a headlight and taillight for night riding, and have white or yellow reflectors on both pedals, shoes, or ankles. You must have 2 headlights if riding alone at night.

Safety rules:

1. You must ride single file. Because of auto and truck traffic, it is not safe to ride side by side. (It is also illegal.) When it is safe to do so, you may pass other riders and then go back to single file.
2. At night, all riders are strongly encouraged to ride with at least one other rider because of possible illness or accident and possible, but unlikely, harassment from a motorist. Any rider choosing to ride alone must have 2 headlights.
3. No headphones may be used during the Agony Ride while on the roadway. Ear buds may be used in one ear only (preferably the right ear).

Traffic congestion:

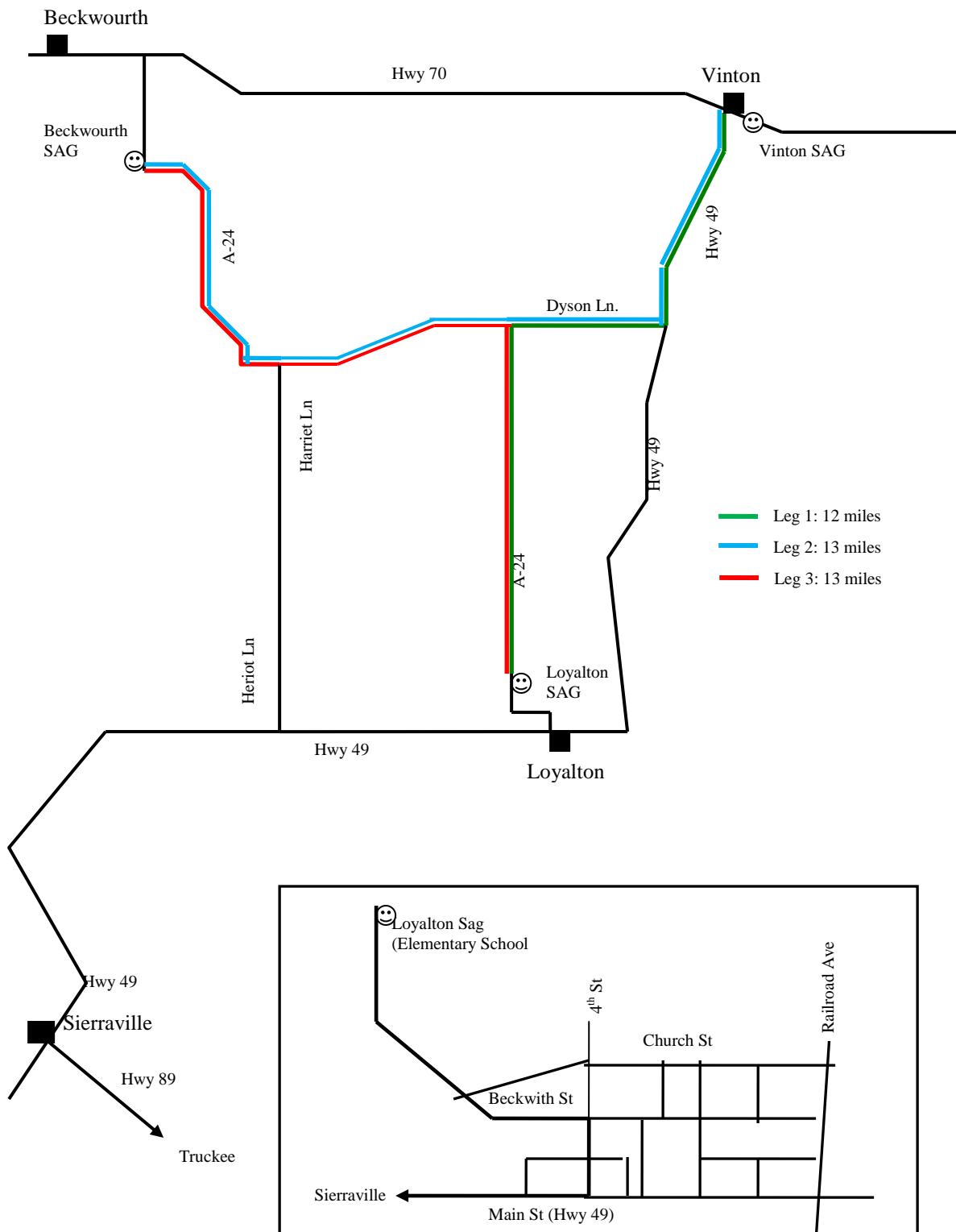
The location of the Agony is one of the safest routes for a bicycle event in the entire state of California. Keep in mind however:

1. The roads are narrow and do not have shoulders.
2. Cars and trucks travel above the speed limit.
3. Be especially careful of traffic when you enter and leave the SAG stops.

You are an ambassador:

1. You represent Christian Encounter Ranch and Jesus Christ to this valley. Be courteous and respectful.
2. If you are treated with disrespect or hear of complaints, report it to the Ride Director via a SAG leader or Roving Sagger and let him/her handle it.
3. Be sensitive to those living in the valley. Between 9 p.m. and 8 a.m. keep the noise down, especially in and around the towns of Loyalton and Vinton.

Agony Route Map



May 5, 2023

C.J Parent, Lieutenant Commander
California Highway Patrol
P.O. Box 656
86 West Main Street
Quincy, CA 95971

Dear Lt. Commander:

This is an informational letter regarding our 2023 Agony Bike Ride, our annual fundraising effort for Christian Encounter Ranch in Grass Valley, CA. Christian Encounter Ranch is a non-profit organization which operates a residential discipleship and counseling facility for troubled youth, and a leadership training program for Christian leaders. We appreciate your part and the part of Plumas County in making this ride possible.

We are planning to conduct our 41st annual Agony Ride July 28-29, 2023. Enclosed is a map highlighting the route for this year's event. The ride is scheduled to begin at 1:00 p.m. on July 28 and end at 1:00 p.m. on July 29. We plan to begin the ride in Loyalton, following a three-leg route. For the first leg, the riders will travel north on A24, turn right on Dyson Lane, turn left on Hwy. 49 for approximately three miles, and turn right on Hwy. 70 for approximately 200 yards to the SAG station at the Vinton Grange. On the second leg, the riders leave the Grange via Ede Street, turn left on Hwy 49, turn right on Dyson Lane, then go straight on A24 to a piece of private property approximately 2 miles south of Highway 70. Leg three has the riders return to Loyalton, remaining on A24 the entire way. They will then repeat this route for the entire 24 hours.

Riders are required to wear helmets and orange reflective vests, and are instructed to obey traffic laws. They must check in at each SAG station. Several roving vehicles will also be available to monitor and assist the riders. We are planning for 75-100 riders and 100-130 support personnel.

Plumas County requires verification that we have notified you as part of the permit process, in the form of a letter on your letterhead. Please send or email such letter to me at your earliest convenience. In addition to our permit from Plumas County, we will also have permits from Sierra County and CalTrans. If you have any questions, please feel free to call. Thank you for your service in this matter.

Sincerely,

Caryn Galeckas
Office Manager
caryn@christianencounter.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Sherry Selleck
Church & Casualty Ins Agency Inc 3440 Irvine Ave		PHONE (A/C, No, Ext): (800) 995-7525
Newport Beach CA 92660		E-MAIL ADDRESS: sherry@ccia.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Church Mutual Insurance Company
		NAIC # 18767
INSURED		INSURER B:
CHRISTIAN ENCOUNTER MINISTRIES 17183 RETRAC WAY		INSURER C:
GRASS VALLEY CA 95949-9795		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: CL233609287 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>			0170002-02-442423	09/01/2022	09/01/2023	EACH OCCURRENCE	\$ 2,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000							
	MED EXP (Any one person)	\$							
	PERSONAL & ADV INJURY	\$ 2,000,000							
	GENERAL AGGREGATE	\$ 5,000,000							
	PRODUCTS - COMP/OP AGG	\$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	\$								
OTHER:	\$								
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
EXCESS LIAB	OCCUR						BODILY INJURY (Per person)	\$	
DED <input type="checkbox"/> RETENTION \$	CLAIMS-MADE						BODILY INJURY (Per accident)	\$	
EXCESS LIAB	OCCUR						PROPERTY DAMAGE (Per accident)	\$	
DED <input type="checkbox"/> RETENTION \$	CLAIMS-MADE							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	N / A					PER STATUTE	OTHR-	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance for Plumas County Encroachment Permits--use of premises for "The Agony" Bicycle Ride Fundraiser located in the cities of Sierra & Plumas Counties: Loyalton, Beckworth, and Vinton, CA on July 27-29, 2023. Certificate holder is named additional insured but only with respects to the activities of the Named Insured on the above described premises. All activities/operations not specifically ran/or conducted by the Named Insured are excluded. **Refer to attached A267.1 Blanket Additional Insured Endorsement For Contract, Agreement Or Permit.

CERTIFICATE HOLDER

CANCELLATION

Plumas County Dept of Public Works 1834 East Main Quincy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT FOR
CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF
LEASED EQUIPMENT, OWNER OF LEASED LAND,
MANAGERS OR LESSORS OF PREMISES, ENGINEERS,
ARCHITECTS AND SURVEYORS AND VENDORS**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The following is added to the General Liability Additional Provisions Form.

**A. ADDITIONAL INSUREDS - BY
CONTRACT, AGREEMENT, OR PERMIT.**

1. Paragraph C. - WHO IS AN INSURED, is amended to include as an insured:

(a) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance as is afforded by this General Liability Coverage Form will be an additional insured, but only:

- (1) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations.
- (2) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph will be subject to all applicable exclusions or limitations described in paragraphs 2.(a), (b), (c), (d) and (e) and in 3.(a), (b), (c), (d), (e) and (f) below.

(b) Such insurance as is provided by this paragraph for any additional insured will be primary, if so required by the written contract, agreement, or permit. Any other insurance available to such person or organization shall be excess over this insurance.

(c) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under this paragraph ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

2. Additional Exclusions or Limitations

(a) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires;
- (2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(b) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the owner or other interest from whom the land was leased.

(c) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor of that premises.

(d) Engineers, Architects, or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

(e) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

- (1) This insurance afforded the vendor does not apply to:
 - (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (ii) Any express warranty unauthorized by you;
 - (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (v) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business; in connection with the distribution or sale of the products;
- (vi) Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Sub paragraphs (iv) or (vi); or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part, or container entering into, accompanying or containing such products.

3. Such insurance as is afforded for any additional insured under 1. and as modified by **Paragraph 2.** above is subject to all applicable exclusions under **Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE, Paragraph 2. Exclusions** other than **2.b.** which is applicable to contractual liability; and to the following additional exclusions:

- (a) The independent acts or omissions of such additional insured.
- (b) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (i) The occurrence of any "bodily injury" or "property damage"; or
 - (ii) The commission of any offense which caused "personal and advertising injury."
- (c) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

- (d) Any liability arising from injury or damage in connection with a permit issued by a state political subdivision if the liability is from operations performed for the state or political subdivision.
- (e) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion **A.3.(e)** does not apply with respect to such Vendors coverage as is provided under **A.2.(e)** above.

- (f) Any person or organization included as an insured under any other provision of Paragraph C., Who Is An Insured, or included as an additional insured by any endorsement to this policy.

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1

KEVIN GOSS, DISTRICT 2

THOMAS McGOWAN, DISTRICT 3

GREG HAGWOOD, DISTRICT 4

JEFF ENGEL, DISTRICT 5



May 16, 2023

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: Encroachment Permit Request
CHRISTIAN ENCOUNTER MINISTRIES
41ST Annual Agony Ride in the Sierra Valley on July 29-30, 2023
Plumas County, California

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Dwight Ceresola, Chair

Cc: Plumas County Director of Public Works



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: May 16, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services & Airports and Flight Tech Engineering, LLC; for the design, development and submission of the Rogers Field (O05) Public Instrument Flight Procedure, as well as maintenance costs of approximately \$12,800.00 annually, and possible validation costs ranging from \$20,000.00 to \$30,000.00, if required by the FAA; approved as to form by County Counsel; discussion and possible action

Recommendation:

Approve and authorize Chair to sign an Agreement between Plumas County Facility Services & Airports and Flight Tech Engineering, LLC; for the design, development and submission of the Rogers Field (O05) Public Instrument Flight Procedure, as well as maintenance at an approximate cost of \$12,800.00 annually; and possible validation costs of \$20,000.00 - \$30,000.00, if required by the FAA; approved as to form by County Counsel.

Background and Discussion:

On August 9, 2022 Don Bobo gave a presentation to the Board of Supervisors discussing his interest in transferring to Plumas County, ownership and operational rights of his "private use" FAA approved Instrument Flight Procedure (IFP) for Rogers Field, prepared by Flight Tech Engineering. Transferring ownership and operational rights to Plumas County, and making the IFP available for "public use" will benefit the Forest Service (Rogers Field Air Attack Base), Seneca Healthcare District, Care Flight, and general aviation pilots as it allows aircraft (approaching and departing) to fly during inclement weather or obscured visibility conditions.

"Flight Tech Engineering is an FAA approved third party Navigation Services Provider and Flight operations consulting firm with expertise in assessing, designing, and implementing IFP's to airports and heliports across the United States. Flight Tech Engineering shall, at no cost to Plumas County, undertake the design, development, and submission of the Rogers Field (O05) Public Procedures which shall be sponsored and owned by Plumas County."

Plumas County agrees to pay for the Maintenance (approximately \$12,800.00 annually) of the O05 Public Procedures and possible flight validation (\$20,000.00 - \$30,000.00) if required by the FAA.

Action:

Facility Services & Airports respectfully requests that the Honorable Board of Supervisors approve this agreement.

Fiscal Impact:

There will be no impact to the General Fund, as this will be funded out of the Airport Budget. However, the annual maintenance costs (\$12,800.00) and "validation" from the FAA, if required, could be significant (\$20,000.00 - \$30,000.00).

Attachments:

1. 22-728 FINAL



Master Services Agreement for Plumas County California

This Master Services Agreement ("Agreement") is made as of this 21st day of April, 2023 between Plumas County, a political subdivision of the State of California ("Plumas County") and Flight Tech Engineering, LLC, a Colorado limited liability company ("Flight Tech" or "FTE"). Plumas County and Flight Tech are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

-I- Flight Tech is an FAA authorized third-party Navigation Services Provider and flight operations consulting firm with expertise in assessing, designing, and implementing instrument flight procedures (each, a "Flight Procedure" and collectively, "Flight Procedures") to airports and heliports across the United States. Flight Tech also conducts ongoing maintenance of such Flight Procedures in accordance with Flight Tech's FAA approved maintenance program ("Maintenance"). Flight Tech provides airport and aircraft operators with a broad array of survey, feasibility, performance, and other consulting services for both private and public applications ("Consulting Services").

-II- Plumas County desires to engage Flight Tech to provide Services and/or Deliverables (each as defined below) under the terms and conditions described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plumas County and Flight Tech agree as follows:

ARTICLE 1. STATEMENT OF WORK, TIMING, COMPENSATION

All services and deliverables (each, a "Service" and collectively, the "Services" and/or each, a "Deliverable" and collectively, the "Deliverables") provided by Flight Tech under

this Agreement (whether Flight Procedures, Maintenance, or Consulting Services), including all fees and cost reimbursements therefor, will be performed and delivered by Flight Tech as set forth in individual Statements of Work agreed to and executed by authorized representatives of each of the Parties (each, an "SOW" and collectively, "SOWs") from time to time during the term of this Agreement. Each SOW will reference and be governed by and subject to the terms of this Agreement. No SOW may change any of the terms of this Agreement. Furthermore, each SOW will become incorporated into and become binding provisions of this Agreement. All Agreement documents are interpreted together as one agreement. If there is an irreconcilable conflict among the provisions of these documents, the following order of precedence applies: (a) any document executed by both Parties after execution of this Agreement that is expressly intended to amend or supersede the terms of this Agreement; (b) this Agreement, including any amendments or modifications thereto; (c) an SOW issued pursuant to this Agreement and any supplemental terms included or incorporated by reference therein; then (d) other documents agreed to in writing by the Parties.

- A. Description of Services: FTE shall render the Services and/or prepare the Deliverables to Plumas County described and agreed to in each SOW and perform the tasks included therein (each, a "Task" and collectively, the "Tasks"), at the specified billing rates set forth in each respective SOW. FTE shall be solely responsible for the conduct, actions, and supervision of its officers, directors, members, employees, and subcontractors (collectively, "Personnel"). All Services and Deliverables shall be performed and rendered in a manner consistent with the generally accepted standards of the industry.
- B. Resources: Unless otherwise expressly provided, Flight Tech will be solely responsible for the means, methods, and procedures of performing this Agreement and each SOW, providing all resources and facilities, including, but not limited to, computers, aviation design software, telecommunications systems, storage systems, office facilities, Personnel and other resources necessary to provide the Services and Deliverables. Any services, functions or responsibilities not specifically described in an SOW that are incidental to or reasonably necessary to accomplish such SOW will be deemed to be implied by and included within the scope of such SOW to the same extent and in the same manner as if specifically described in such SOW.
- C. Changes: Plumas County has the right to request additions to or deletions from the Services and/or Deliverables set forth in any SOW. Upon a request for any such change, the Parties shall negotiate the change to the fee resulting from such request, based on the formula used to establish the existing fee, or where appropriate using the Flight Tech standard hourly consulting rate. Any changes to an SOW shall only become effective when agreed to and approved by both Parties in writing.

ARTICLE 2. INVOICING, ADDITIONAL SERVICES, COST REIMBURSEMENT

- A. Flight Tech shall invoice Plumas County for such fees as described within each respective SOW or as agreed upon by both Parties upon the completion of such Service, Deliverable, or Task.
- B. Plumas County agrees to pay the amount invoiced within thirty (30) days of the submission of an invoice for the amounts owed thereunder.

ARTICLE 3. PAYMENT

Payment shall be made by check via United States first-class or certified mail to the following:

Flight Tech Engineering, LLC
Attn: Accounting
PO Box 3596
Englewood, CO 80155

Direct deposit information is available upon request.

ARTICLE 4. EFFECTIVE DATE AND TERM

The effective date of this Agreement is the date on which it is signed by both FTE and Plumas County; provided, however, in the event this Agreement is not counter-signed and returned by Plumas County to FTE on or before June 1st, 2023, Flight Tech withdraws this Agreement and any SOW attached hereto all of which shall be null and void. In the event this Agreement is counter-signed and returned by Plumas County to FTE on or before June 1st, 2023, this Agreement shall continue in effect indefinitely, or until terminated by the Parties in accordance with Article 8. Subject to the foregoing, the term of any individual SOW for the completion of Services, Deliverables, or Tasks contained therein shall be governed by the respective SOW.

ARTICLE 5. AIRPORT ENVIRONMENT CHANGE NOTIFICATIONS

Due to reliance on automated weather reporting capabilities, government/airport owned navigational facilities, visual aids, changing airport conditions, FAA TERPS criteria updates, uncontrolled obstacles affecting the Vertical Guidance Surface (VGS), 20:1 Visual, or 34:1 Visual surfaces, OE/AAA submittals made before and after Flight Procedure FAA approval, and other forces outside of FTE's control, FTE cannot guarantee any Flight

Procedure approach minimums, procedure routes, or capabilities will remain unchanged both before and after FAA approval of such Flight Procedure. As information is made available to FTE, it will make updates in accordance with its FAA approved maintenance program. Furthermore, FTE cannot guarantee the performance or completion factor of aircraft using any Flight Procedure due to pilot and equipage differences, weather factors, and safety factors outside of FTE's control.

During the term of this Agreement, Plumas County shall notify FTE of any changes affecting the airport environment or Flight Procedures as soon as reasonably possible after its discovery. If necessary, Flight Tech will respond by issuing an FDC Temporary NOTAM specific to the Flight Procedures. If the terrain or obstacle status changes after submission and/or FAA approval of any Flight Procedure, a modification to the Flight Procedure may be required. For Flight Procedures Plumas County owns under the terms of an SOW and this Agreement, modifying the Flight Procedure is considered an amendment and may require a new flight validation and FAA approval process subject to the time and materials costs and fees in the applicable SOW or as agreed to by the Parties and Flight Tech shall invoice Plumas County in accordance with Article 2 of this Agreement.

ARTICLE 6. CHANGES, MODIFICATIONS

Mutually agreed upon changes and/or modifications to this Agreement shall be in writing and signed by FTE and Plumas County. The modification shall cite the subject Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 7. POINTS OF CONTACT

Flight Tech Engineering, LLC

Attn: Alec Seybold
P.O. Box 3596
Englewood, CO 80155
(303) 957-6010

Plumas County California

Attn: Gretchen Stuhr
520 Main Street
Quincy, CA 95971
(530) 283-6240

ARTICLE 8. TERMINATION

- A. Either Party may terminate this Agreement for convenience by providing ninety (90) days prior written notice of termination to the other Party, provided Plumas County shall remain liable for any unpaid amounts due from Plumas County to Flight Tech hereunder. In addition, should a termination occur during Flight Tech's performance of a Service, Deliverable, or Task, the compensation provided for such Service, Deliverable, or Task shall be reasonably prorated through the effective date of the termination based on the percentage of the Service, Deliverable, or Task already performed by Flight Tech through the effective date of the termination.
- B. Flight Tech may also terminate this Agreement for cause by providing written notice to Plumas County if Plumas County fails to fulfill its obligations to promptly pay invoices or otherwise breaches this Agreement, provided that Flight Tech first advises Plumas County in writing of its breach and gives ten (10) days to cure such breach, except in the case of a breach by Plumas County related to safety, health, or security in which case Flight Tech may immediately terminate this Agreement or any SOW without notice. In the event of breach of this Agreement by Plumas County and its termination by Flight Tech, Flight Tech may collect reasonable costs, statutory interest, and attorney's fees in addition to any amount owed by Plumas County to Flight Tech.
- C. If this Agreement, or the Maintenance of any Flight Procedure provided for in an SOW, or such SOW itself, terminates, the Flight Procedure will be cancelled as required by the FAA.

ARTICLE 9. OWNERSHIP AND POSSESSION OF WORK PRODUCT, DELIVERABLES, CONFIDENTIALITY

- A. Should Plumas County, under the terms of an SOW, agree to purchase any Service or Deliverable, Plumas County's ownership shall be subject to the applicable terms of this Agreement and the respective SOW, including the restrictions and limitations agreed to in Article 15 below. Unless otherwise expressly provided for in such SOW, all data, information, reports, drawings, renderings or other such documents or materials, whether or not electronic, ("Work Product"), except for data, programs, or other material previously owned by or licensed to FTE, shall be owned by Plumas County and delivered to it upon the termination of such SOW or this Agreement or when otherwise requested by Plumas County. Flight Tech may retain a copy of all Work Product for its records.

B. Should Plumas County, under the terms of an SOW, agree to subscribe to any Service or Deliverable therein, Plumas County shall not own the Service or Deliverable but is hereby granted a non-exclusive, non-transferable, non-assignable, non-sublicensable, limited right and license to use such Service or Deliverable subject to the applicable terms and conditions of this Agreement including the restrictions and limitations agreed to in Article 15 below. In such case, Flight Tech is the owner of (a) all right, title, and interest in such Service or Deliverable; (b) any content, data and other materials made available through use of such Service or Deliverable; and (c) all modifications and enhancements of any of the foregoing, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing. Under no circumstances may Plumas County or any other person acting by or through Plumas County (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of any such Service or Deliverable; or (ii) modify, translate, or create derivative works based on any element of such Service or Deliverable or any related Work Product or documentation. Upon any termination or expiration of the term of such SOW or this Agreement, the foregoing right and license shall terminate and Plumas County shall immediately cease use of the Service or Deliverable.

C. All information, documents and material provided by one Party to the other Party and not within the public domain shall be treated as confidential and shall not be reproduced, transmitted, used, or disclosed by the other Party except in furtherance of its obligations under this Agreement or with the written consent of the other Party or as otherwise required by law.

ARTICLE 10. WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY

Flight Tech represents and warrants for the sole benefit of Plumas County as follows: (a) that any Flight Procedure included in the Services and Deliverables, as of the date of final delivery to Plumas County following and conditioned upon FAA approval, will have been approved by the FAA either as a Special procedure pursuant to relevant FAA criteria, including FAA Order (FAAO) Nos.: 8260.3, 8260.19, 8260.58, and 8260.60 as amended (plus any criteria waivers as required), and not processed under Title 14, Code of Federal Regulations (14 CFR), Part 97, or as a public Instrument Flight Procedure processed under Title 14, Code of Federal Regulations (14 CFR), Part 97; (b) that any Maintenance of such Flight Procedure included in the Services and Deliverables will be performed in accordance with Flight Tech's FAA authorized maintenance program; and (c) that any Consulting Services included in the Services and Deliverables will be rendered and provided in accordance with commercially reasonable standards and practices. Flight Tech's sole liability and obligation, and Plumas County's exclusive and sole remedy in the

event the foregoing FAA approval of any Flight Procedure is suspended or revoked by the FAA during the term of this Agreement or an applicable SOW due to any deficiency directly caused by Flight Tech is for Flight Tech to use commercially reasonable efforts to secure prompt re-approval of the Flight Procedure by the FAA at no cost to Plumas County, it being specifically agreed that Flight Tech shall have no liability or obligation, and Plumas County shall have no remedy, in the event the Flight Procedure is suspended or revoked for any other reason, including for acts or omissions directly or indirectly attributable to Plumas County's or any other party's misuse of or failure to properly implement use of the Flight Procedure (or any Maintenance thereof). Flight Tech's sole liability and obligation, and Plumas County's exclusive and sole remedy in the event of Plumas County's claim that the Consulting Services have not been rendered and provided in accordance with commercially reasonable standards and practices is to provide corrections to the Consulting Services at no cost to Plumas County. Flight Tech's sole liability and obligation, and Plumas County's exclusive and sole remedy in the event of Plumas County's claim that any Maintenance of an FAA approved Flight Procedure included in the Services and Deliverables has not been performed in accordance with Flight Tech's FAA authorized maintenance program is to provide corrections to the Maintenance at no cost to Plumas County.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 10, FLIGHT TECH MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE SERVICES OR DELIVERABLES INCLUDING, BUT NOT LIMITED TO, THEIR ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, OR ERROR-FREE OPERATION. FURTHERMORE, FLIGHT TECH HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF FLIGHT TECH HAS BEEN MADE AWARE OF SUCH PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN THIS ARTICLE 10, THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN 'AS IS' BASIS AND PLUMAS COUNTY ASSUMES ALL RISK WITH RESPECT TO USE OF THE SERVICES AND DELIVERABLES.

THE ENTIRE LIABILITY OF FLIGHT TECH AND ITS MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS, AND AFFILIATES (COLLECTIVELY, THE "REPRESENTATIVES") FOR ANY REASON SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY PLUMAS COUNTY TO FLIGHT TECH FOR THE SPECIFIC SERVICES AND/OR DELIVERABLES GIVING RISE TO THE LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLIGHT TECH AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE) ARISING UNDER THIS AGREEMENT, OR RELATED TO THE SERVICES OR DELIVERABLES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLIGHT TECH OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FLIGHT TECH AND PLUMAS COUNTY. THE

PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS ARTICLE 10 WERE ARRIVED AT IN CONSIDERATION OF THE MUTUAL AGREEMENTS OF THE PARTIES SET FORTH HEREIN AND ARE INTEGRAL TO THE FEES CHARGED HEREUNDER FOR THE SERVICES AND DELIVERABLES PROVIDED HEREUNDER AND RECOGNIZE THAT WERE FLIGHT TECH TO ASSUME ANY FURTHER LIABILITY BEYOND THAT AGREED TO HEREIN, SUCH FEES WOULD BE SUBSTANTIALLY HIGHER.

ARTICLE 11. INSURANCE

Except as may be expressly required of either Party in a specific SOW, Flight Tech will maintain the following insurance:

- Workers Compensation and Employer's Liability.
- Commercial General Liability.
- Automobile Liability.
- Professional Liability.

Furthermore, if under the terms of an SOW, Plumas County is required to provide an aircraft to Flight Tech for the accomplishment of any Task, Plumas County will ensure that the liability insurance coverage for such aircraft and its owner/operator includes Flight Tech as an additional named insured with a waiver of subrogation against Flight Tech. Plumas County shall provide Flight Tech with a written Declaration or Certificate of Insurance acceptable to Flight Tech evidencing same prior to use of the aircraft with respect to any Task.

ARTICLE 12. OPERATOR RESPONSIBILITIES

Should any SOW include one or more Flight Procedures which are classified as Special procedures, Plumas County and any Approved Third-Party (as defined in Article 15 below) is solely responsible for obtaining an FAA Letter of Authorization (LOA), Operation Specification (OpSpec), Navigation Specification, (NavSpec) or other required FAA approval. A condition of such authorization may require additional crew training, aircraft equipment or performance capabilities, and/or the use of landing aids, communications, or weather services not generally available for public use. Plumas County and any Approved Third-Party (as defined in Article 15 below) is solely responsible for proper use of and assumes all risks with respect to use of any Flight Procedures, whether Special or public.

Flight Data Center (FDC) Notices to Airmen (NOTAMs) may be used to promulgate safety-of-flight information relating to private special flight procedures. Pilots may access NOTAMs online or through an FAA Flight Service Station (FSS). FSS specialists will not automatically provide NOTAM information to pilots or dispatchers for Special procedures during telephone pre-flight briefings. When authorized by the FAA to use Special Flight

Procedures, pilots must specifically request FDC NOTAM information for the particular Special procedure they plan to use.

Furthermore, should the Flight Procedures include one or more Special procedures, such Flight Procedures require a tailored chart and navigation database subscription from a third-party provider selected by Plumas County. As part of this Agreement, Flight Tech agrees to provide the Flight Procedures' ARINC 424 data to Plumas County's navigation and chart database provider; however, Plumas County is solely responsible for all tailored and/or test database creation and subscription costs therefor. Unless otherwise specifically stated in the Agreement or any SOW, the following services are not provided under this Agreement: development of aircraft operator training programs (e.g., Advanced Qualification Programs), production grade approach charts, take-off and landing performance data, one engine inoperative missed approach, and one engine inoperative departure procedures.

The Flight Procedures will utilize satellite-based navigation to provide lateral and vertical course and range guidance. When flown as designed, the Flight Procedures are intended to provide obstacle clearance in instrument conditions, and for approaches, down to the Minimum Descent Altitude (MDA), Decision Altitude (DA), or Missed Approach Point (for a "Fly Visual", "Proceed Visually", "Proceed VFR", or RNAV Visual Flight Procedure (RVFP) segment) at which time: if the pilot can acquire and maintain the applicable required visual references, a landing can be initiated. Descent below the MDA/DA or beyond the MAP is not allowed if the required visual references cannot be identified and maintained until landing, in which case initiation of the missed approach is required. If the required visual references are obtained, it is the responsibility of the pilot in command (PIC) to determine if a transition to a stabilized visual approach to the runway can be made. For a "Fly Visual", "Proceed Visually", "Proceed VFR", or RVFP segment, obstacle and terrain avoidance from the MAP to the landing surface may be the responsibility of the pilot and a missed approach procedure may NOT be provided between the MAP and the landing surface.

If the PIC perceives that conditions are unsafe while in flight, or believes the assigned course is unreasonably hazardous, the PIC should reject the approach and divert to another airport or hold at the established point. Air traffic controllers and FTE do not have the capability for determining whether a given weather situation is "safe for landing;" the final decision as to whether to undertake the landing is solely with the PIC.

It is the responsibility of Plumas County or any Approved Third-Party (as defined in Article 15 below) and/or the PIC to discontinue use of the Flight Procedures if any of the following scenarios arise:

- i. Navigational facilities required for navigation are out of service, impaired, or unavailable;

- ii. Satellite reception for the Flight Procedures is lost or degraded below the capability required by the GPS/FMS or aircraft operations manual;
- iii. The airport environment and/or runway is not suitable for landing;
- iv. Runway Friction Values do not meet the minimum required to safely land the aircraft per the Aircraft Flight Manual (AFM);
- v. Weather conditions are below the approach minimums established for use;
- vi. Tailwind limitations have been exceeded for the approach procedure or the approved aircraft/company operations manual;
- vii. The aircraft, PIC, or flight crew does not meet the necessary equipment or training requirements per the FAA 8260-7B and/or the aircraft manufacturer minimum equipment list;
- viii. An active FDC NOTAM exists that states the approach is 'NA';
- ix. The local altimeter setting is not received (and an approved alternate is not available);
- x. Aircraft not properly configured for landing;
- xi. The PIC and/or flight crew does not meet the regulatory and/or company requirements to conduct the Flight Procedures;
- xii. Active NOTAMs have not been reviewed; or
- xiii. For any other reason in which the PIC cannot safely continue the Flight Procedure.

Engine-Out SIDs, Engine-out Missed Approach, and Balked Landing Extraction Procedures are considered non-standard operating scenarios based on FAA Advisory Circular 120-91 guidance. An engine-out (EO) is considered an emergency event and may require immediate evasive action by the flight crew. Services and Deliverables designed for non-standard or emergency scenarios are not based on standard TERPS obstacle clearance criteria and have reduced margins requiring strict adherence to the instructions to ensure obstacle and terrain clearance is achieved. Extraction procedures must be reviewed by an in-house or third-party aircraft performance provider (i.e., AeroData) to ensure the aircraft is capable of flying the procedure within the maximum weight limit allowable.

ARTICLE 13. INDEMNIFICATION

Plumas County agrees to save, defend, indemnify and hold harmless Flight Tech and its subcontractors from and against all claims, demands and liabilities (including claims and demands by and liabilities to third parties), and costs and expenses (including attorneys' fees) incident thereto or incident to successfully establishing the right to indemnification (a) arising from or related to Plumas County's or any other party's use of the Services or Deliverables; (b) arising from or related to injury to or death of any person or persons, including employees of Plumas County (but not employees of Flight Tech), or arising from or related to loss of or damage to any property, whether or not arising in tort or

occasioned by the negligence of Flight Tech, except to the extent due solely to the willful or reckless misconduct or gross negligence of Flight Tech or (c) arising from or related to Plumas County's breach of this Agreement. For purposes of this Article 13, the term 'Flight Tech' includes its parent company, its divisions, subsidiaries and affiliates, the assignees of each, and their respective directors, officers, employees, members, and agents.

ARTICLE 14. FORCE MAJEURE

If the performance of any part of this Agreement (except for Plumas County's payment obligations under this Agreement) by either Party is prevented, restricted, interfered with or delayed by an event or circumstance of force majeure (including, fire, flood, epidemic, pandemic, embargo, power shortage or failure, acts of war, insurrection, riot, terrorism, strike, lockout or other labor disturbance or acts of God) that is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance excused thereby, the Party so affected shall, upon giving written notice to the other Party, be excused from such performance to the extent of such prevention, restriction, interference or delay; provided that the affected Party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance with the utmost dispatch whenever such causes are removed. The Parties agree that a Party's financial inability or other inability to obtain funds sufficient to perform its obligations hereunder shall not be grounds for obtaining relief under this Article 14.

ARTICLE 15. EXCLUSIVE USE BY PLUMAS COUNTY

Plumas County agrees that, except for Flight Procedures publicly-available in accordance with (CFR 14) Part 97, or as may be expressly permitted in a specific SOW, the Services, Deliverables, and Work Product developed and provided hereunder are for Plumas County's exclusive use and are not intended or developed for resale or distribution to or use by any party other than Plumas County and accordingly Plumas County agrees that Plumas County will not directly or indirectly duplicate, distribute, resell, rent, license, lease, or otherwise charge for, or convey to, or allow use of the Services, Deliverables, and Work Product by any third-party (including without limitation Plumas County's affiliates or subsidiaries or lessee of Plumas County's aircraft) (each, a "Third-Party" and collectively, "Third-Parties") without Flight Tech's prior written consent which Flight Tech may withhold or grant in its sole discretion (in the event of such consent, an "Approved Third-Party"). Should a specific SOW expressly permit a then Approved Third-Party's use of any Services, Deliverables, and Work Product, such Approved Third-Party use shall be subject to and conditioned upon execution of a use and hold harmless agreement between Flight Tech and such Approved Third-Party in a form designated by Flight Tech. Approved Third-Party use of the Services, Deliverables, and Work Product is further subject to and conditioned

upon Approved Third-Party's receipt of all FAA authorizations and approvals as may be required.

ARTICLE 16. PROFESSIONAL REGISTRATION

This Agreement does not include the production and stamp and seal of drawings, specifications, or calculations.

ARTICLE 17. STANDARD OF CONDUCT

Flight Tech will perform or cause to be performed the Services, Deliverables, and/or Tasks in accordance and compliance with all laws, regulations, and applicable codes (federal, state and local) and within the provisions of this Agreement, using best efforts to conduct the Services in an expeditious and timely manner.

ARTICLE 18. CHOICE OF LAW, JURISDICTION, VENUE, SERVICE OF PROCESS

This Agreement shall be governed by and construed and interpreted according to the laws of the State of Colorado. In the event of any litigation or suit arising out of or relating to this Agreement, such litigation or suit may be brought in the courts of the State of Colorado, County of Jefferson, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Colorado, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the litigation or suit shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

ARTICLE 19. NOTICE

Any notice, request or other communication to be given by either Party to the other under this Agreement shall be in writing and personally delivered or sent certified or registered mail return receipt requested, to the addresses set forth in Article 7 of this Agreement, or such other address as either Party may from time to time designate by giving the other Party written notice.

ARTICLE 20. ASSIGNMENT & SUBCONTRACTING

This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective successors and assigns in accordance with the terms hereof. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, except that Flight Tech may make such an assignment or transfer without Plumas County's consent to a successor to all or substantially all of the business of Flight Tech, whether by way of merger, consolidation, sale of stock, sale of assets or other transaction. Any assignment or attempted assignment by either Party in violation of the terms of this Article 20 shall be null, void and of no legal effect. Flight Tech may not sub-contract its obligations hereunder without the written consent of Plumas County, which shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 21. OTHER TERMS

Survival. The following provisions of this Agreement shall survive the expiration, termination, or completion of this Agreement and shall remain in effect after any such termination, expiration or completion: Articles 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, and 21.

Non-Solicitation. Plumas County shall not hire or solicit the services or employment of any employees or independent contractors of Flight Tech directly involved in the performance or provision of the Services or Deliverables during the Term of the Agreement or related SOW and for one (1) year thereafter. This restriction will not prohibit Plumas County from hiring personnel as a result of general recruiting strategies that are not directed specifically towards Flight Tech's employees or independent contractors, including but not limited to the placement of general advertisements or posting of positions on the Internet.

Taxes. Plumas County shall be responsible for the payment of all applicable taxes and other governmental charges including but not limited to all sales, use, or excise taxes, and all customs duties, fees, or tariffs, for its purchase and receipt of the Services and Deliverables. Flight Tech may invoice Plumas County for taxes that Flight Tech is required to collect or pay in connection with providing and performing the Services and Deliverables.

Independent Contractor. Flight Tech shall at all times be an independent contractor under this Agreement, and nothing herein shall be deemed to cause this Agreement to create an agency, franchise, partnership, or joint venture between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Plumas County and Flight Tech or any employee or agent of Flight Tech. The employees furnished by Flight Tech to perform the

Services and Deliverables shall be and are Flight Tech's employees exclusively and shall be paid by Flight Tech for all services in connection with this Agreement.

Waivers. No waiver by any Party of any default or breach of this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default or hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

Incorporation of Exhibits, and Schedules. Any Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. In the event that Plumas County issues a purchase order in connection with the Flight Procedures and/or this Agreement, this Agreement will govern and take precedence over all terms and conditions contained in or referenced in such purchase order.

Attorneys' Fees. In the event of litigation concerning this Agreement or any agreement or schedule provided for hereunder, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney fees from the non-prevailing party.

Counterparts. This Agreement may be executed in one or more counterparts, each of which, whether an original or delivered electronically (including PDF counterparts), shall be deemed an original but all of which together will constitute one and the same instrument.

Authority. The individual executing this Agreement on behalf of Plumas County represents and warrants to Flight Tech that he or she is duly authorized to execute this Agreement on behalf of Plumas County and that this Agreement constitutes the valid, binding and enforceable obligation of Plumas County.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below.

FLIGHT TECH ENGINEERING, LLC

PLUMAS COUNTY CALIFORNIA

By: _____

Name: Richard Scott
(type or print)

Title: Chief Operating Officer

Date: _____

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board

Date: _____

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

EXHIBIT A – STATEMENT OF WORK



Instrument Flight Procedure Development

Submitted to Plumas County California

This Statement of Work ("SOW") is agreed to between Plumas County, a political subdivision of the State of California ("Plumas County") and Flight Tech Engineering, LLC ("Flight Tech" or "FTE") and attached as Exhibit A to that certain Master Services Agreement ("Agreement") dated April 21, 2023 between Plumas County and FTE.

RECITALS

-I- Flight Tech is an FAA approved third-party Navigation Services Provider and flight operations consulting firm with expertise in assessing, designing, and implementing instrument flight procedures (each, a "Flight Procedure" and collectively, "Flight Procedures") to airports and heliports across the United States. Flight Tech also conducts ongoing maintenance of such Flight Procedures in accordance with Flight Tech's FAA approved maintenance program ("Maintenance"). Flight Tech provides airport and aircraft operators with a broad array of survey, feasibility, performance, and other consulting services for both private and public applications ("Consulting Services").

-II- Plumas County desires to engage Flight Tech to provide Services and/or Deliverables (whether Flight Procedure, Maintenance, or Consulting Services) under the terms and conditions of the Agreement and this SOW, more specifically to design, develop, and maintain the O05 RNAV (GPS) RWY 34 instrument approach procedure and an RNAV departure procedure as privately-owned publicly-available Flight Procedures developed in accordance with (CFR 14) Part 97 (each, individually a "O05 Public Procedure" and collectively, the "O05 Public Procedures") at Rogers Field Airport (O05) in Chester, California. The O05 Public Procedures shall be owned by Plumas County.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plumas County and Flight Tech agree to this SOW as follows:

005 PUBLIC PROCEDURES OWNERSHIP

Flight Tech shall, at no cost to Plumas County, undertake the design, development, and submission of the O05 Public Procedures which shall be sponsored and owned by Plumas County. The Parties agree to the fees to be paid by Plumas County as set forth in the Fee Schedule below for Maintenance of the O05 Public Procedures and possible flight validation of the O05 Public Procedures if required.

In accordance with FAA Advisory Circular (AC) 90-110 (as revised), Flight Tech shall design, develop, flight validate (if required), and submit the O05 Public Procedures via the FAA's IFP Gateway as Part 97 publicly-available Flight Procedures. This is ideally suited to situations where standard design criteria can be utilized, and multiple users are intended to be served by the O05 Public Procedures. This allows aircraft operators to fly the O05 Public Procedures without having to apply for a Letter of Authorization (LOA) or add the procedures to an OpSpec. The design method is limited to space-based approaches such as RNAV (GPS) and RNAV (RNP). Flight Procedures for public use and distribution usually take longer to implement due to additional FAA approvals, charting, and ARINC processing requirements. After FAA approval, Flight Tech shall maintain the O05 Public Procedures throughout their life cycle on behalf of Plumas County in accordance with Flight Tech's FAA authorized Maintenance program.

005 PUBLIC PROCEDURES DESIGN TARGETS

To the extent possible, Flight Tech shall design the O05 Public Procedures so as to replicate the existing RNAV (GPS) M RWY 34 and CHOTT ONE Special procedures. The following O05 Public Procedures' target points largely mirror the existing design elements of the current Special procedures. Additional or new obstacles discovered during the design process in the Vertical Guidance Surface (VGS), 20:1, or 34:1 visual surfaces may cause additional procedure constraints, including nighttime restrictions.

The design targets for the O05 Public Procedures are as follows:

(1) Public RNAV (GPS) RWY 34 Instrument Approach Procedure:

- A Localizer Performance with Vertical Guidance (LPV) line of minima subject to and conditioned upon FAA's waiver of current criteria.
- LNAV line of minima to support non-precision options.
- Circling line of minima to support access to RWY 16.
- Aircraft Speed Category A-C.
- Height Above Threshold (HAT) between 250-1,200 ft.
- Visibility: 3/4 to 3 statute miles (SM).
- Vertical Descent Angle: 3.00 to 3.77 degrees.

- Straight-in Aligned or Offset Final Approach Course (similar to LDA for obstacle avoidance).
- Night Landing Capable (if no visual segment obstacles exist and runway lighting available).
- Standard Missed approach climb gradient (CG)200-425 ft/nm.

(2) Public RNAV Departure Procedure:

- Single RNAV-1 Obstacle Departure Procedure to support runway 16/34 ending at a common transition point. Procedure will connect to, and terminate at, the enroute airway structure.
- Departure climb gradient as required by terrain.
- Ceiling and visibility as required by surrounding Low Close-In Obstacles.

Assessment of the O05 Public Procedures consists of building the new procedures in FTE's Instrument Procedure Design System that utilizes the latest airport obstacle survey, Digital Obstacle File (DOF), US digital terrain elevation, and flight navigation data. The analysis will determine the minimums required, resulting criteria deviations, and FAA waivers needed.

APPROVAL OVERVIEW

All flight paths, altitudes, and weather minimums developed as part of the O05 Public Procedures package submission to the FAA are considered subject to change. After careful review by FAA Flight Standards office and Flight Procedures and Airspace Group (FPAG), a final decision will be made by the FAA Procedure Review Board (PRB). While Flight Tech will do its best to match the initial submission, unforeseen factors may cause a difference between the initial submission and final approved packet. Flight Tech will provide updates to Plumas County should changes occur.

Furthermore, development of the O05 Public Procedures may rely on specific waivers being issued from the FAA. FTE will make every effort to advance the design as submitted; however, it is at the FAA's sole discretion to grant, or deny, any waivers contained therein. As such, FTE cannot guarantee final approval by the FAA of any Flight Procedure.

PROCEDURE IMPLEMENTATION PROCESS – DESIGN TASKS

The following Tasks outline the different stages of the O05 Public Procedures assessment, development, and implementation process.

A) Timeline

The authorization process for publicly-available Flight Procedures submitted through the FAA's IFP Gateway, (i.e., the O05 Public Procedures) takes approximately 18-24 months.

B) Initial Coordination - Task 1

Prior to designing the O05 Public Procedures, Flight Tech will verify current airspace requirements needed. Approach procedures can have varying levels of accuracy (WAAS, Baro VNAV, etc.) which affects the resulting minimums (ceiling/visibility). If future improvements to infrastructure or avionics are anticipated, those capabilities can also be assessed and planned for. Below is a list of the proposed coordination events that will take place.

C) Planned Outreach Meetings

- **Airport Owner:** FTE will meet with Plumas County and airport staff to discuss and review any recent changes to runway protection surfaces, planned development around the airfield, local weather patterns, noise abatement preferences, airfield restrictions, and categorical exclusion (CATEX) planning.
- **Oakland ARTCC:** FTE will coordinate with Oakland Center airspace personnel to solicit feedback on current enroute transitions, approach, and departure flows, holding areas, and airspace improvements. FAA ATC is a key partner in any new Flight Procedure proposals and will ultimately provide the approval to move forward with new submissions.

D) Development & Submission - Task 2

The development and submission process of Task 2 begins by reviewing existing onsite survey data to determine if there have been any changes to low close-in obstacles that may affect the approach and departure. Flight Tech will use the surveys in developing the new O05 Public Procedures and preparation of the 8260 procedure packets. At the end of Task 2, the O05 Public Procedures will be ready for flight validation (Task 3) if required.

Detailed list of Task 2:

Task 2 Development & Implementation
Prepare Initial IAP/DP Concept Including Design Workspace
Prepare FAA RAPT Submission Paperwork & Submission to FAA AFS
Submit WAAS Channel Request
Complete Environmental Pre-screening
Prepare CATEX filing to FAA Environmental
Non-Approved Criteria Waiver consultation w/ AFS

NFDC Waypoint Request (new reservation or modification)
Final IAP Procedure Development based on ATC/AFS/PRB coordination
Complete 8260-1, 7A, 9 Forms for IAP
Complete 8260-15 Forms for Departure
Prepare TARGETS workspace for FAA validation
Complete 8260-2 Radio Fix and Holding Data Records for IAP/DP
Package Submission: Create IAP Overlay & Obstacle Maps
Package Submission: Prepare Flight Inspection Graphic (FLIP)
Package Submission: Prepare ARINC 424 package (8260-10 & ARI File)
Package Submission: Compile overview letter and IFP documents for FAA IFP Gateway submission
FAA Procedure Review Board (Coordination & change control)

E) Task 2 Deliverables

FTE will prepare an FAA Form 8260 procedure package that documents the procedure minimums and coding for each phase of the flight segments (Initial, Intermediate, Final, Missed Approach, and Departure) for the O05 Public Procedures to be submitted by Flight Tech to the IFP Gateway.

Unless specifically stated in this SOW, the costs associated with the following services are not covered as part of this SOW: development of aircraft operator training programs (e.g., Advanced Qualification Programs), production grade approach charts, take-off and landing performance data, single engine missed approach, and development of single engine departure procedures.

F) Flight Validation - Task 3

Upon completion of development in Task 2, the O05 Public Procedures may be required to be inspected by an appropriately equipped aircraft (e.g., GPS/LPV equipped with a test navigation database) prior to submission to the FAA. This confirms the flyability of the procedures, avionics compatibility, and ensures any unknown obstacles are clear of the flight path. Should a flight validation be required, Plumas County or other such party designated by Plumas County shall provide the necessary aircraft to accomplish the flight validation process.

Furthermore, Plumas County shall be responsible for all costs incurred for the provision of aircraft, flight crews, fuel, test database, and all other associated costs for the flight validation if required. On a time and materials basis in accordance with the General Consulting Pricing of the Fee Schedule below, Flight Tech shall provide an FAA qualified observer who performs the procedure validation checks and data collection necessary for the FAA submission. The flight validation is only

performed once as part of the initial commissioning inspection unless there is an amendment to the procedure. The entirety of the O05 Public Procedures will be flown including the missed approach and controlling obstacles will be documented. Post processing of GPS NMEA data, controlling obstacles, and the inspection report will be performed for submission in the final procedure packet submission to the FAA.

ONGOING MAINTENANCE OVERVIEW

After final FAA approval of the O05 Public Procedures, the FAA requires all Flight Procedures (whether publicly-available or Special) to be continually monitored for changes to the airport and airspace environment to ensure the safety, quality, and currency of the procedures. The Maintenance provisions of this SOW are necessary to keep the O05 Public Procedures active and must remain in place upon the approval of the O05 Public Procedures. Continuous NOTAM and OE/AAA monitoring, Biennial Procedure Reviews (BPRs), and recurring airborne obstacle assessments (540-Day Inspections) shall be provided by FTE utilizing its approved Maintenance program on file with the FAA. The following provides an overview of each reoccurring Task of the Maintenance provisions of this SOW:

A) Obstacle Evaluation/Airport Airspace Analysis (OE/AAA) and NOTAM Monitoring (Continuous)

This is an ongoing Task that occurs continuously and utilizes Airport/Airspace analysts and TERPS specialists who verify the latest obstacle submissions from the FAA OE/AAA filing website. The most common data points FTE reviews are FCC antenna tower proposals and new building construction. The goal of this process is to ensure a new construction proposal does not threaten the O05 Public Procedures' minimums or safety of flight which is why this Task is so critical. The second component is a weekly review of all applicable airspace NOTAMs from the FAA (cranes & NAVAID impacts, etc.). This data is reviewed to determine the impact to the O05 Public Procedures. If changes that affect the safety of the O05 Public Procedures are identified, an FDC Temporary NOTAM may be issued by Flight Tech concerning use of the O05 Public Procedures. For permanent conditions, a procedure amendment may also be issued if required and billed to Plumas County on a time and materials basis in accordance with the General Consulting Pricing of the Fee Schedule below. OE/AAA maintenance commences and is payable annually upon FAA approval of the first O05 Public Procedure.

B) Periodic Obstacle Review and Evaluation (540-Day Inspection)

The FAA requires all RNAV approach procedures (both Special and public) to be inspected every 540 days to ensure the final and missed approach segments of the

procedure are clear of any potentially new obstacles. Depending on the terrain and accessibility, this may be performed using air or ground assessment techniques and Flight Tech maintains FAA authorization to perform both functions. At O05, portions of the 540-Day Inspection could be performed from the ground but will require airport owner assistance for accessing private property (if controlling obstacles are off airport property). Should the 540-Day Inspection reveal previously unaccounted for obstacles, a procedure amendment may also be issued if required and billed to Plumas County on a time and materials basis in accordance with the General Consulting Pricing of the Fee Schedule below.

C) Biennial Procedure Review (Every Two Years)

The final maintenance component is a biennial review of the O05 Public Procedures. This requires a full review of changes to the FAA criteria and regulations to determine if any updates to the O05 Public Procedures need to be applied. The review will be performed by an FTE TERPS specialist. If the results of the review indicate a need to amend a O05 Public Procedure, changes will be coordinated (including FDC NOTAMs) in advance with Plumas County and FAA stakeholders. The expenses for such amendment including the possible need for a subsequent flight validation shall be billed to Plumas County on a time and materials basis in accordance with the General Consulting Pricing of the Fee Schedule below.

NOTICES & LIMITATIONS

A) Guarantees

Due to reliance on automated weather reporting capabilities, government/airport owned navigational facilities, visual aids, changing airport conditions, FAA TERPS criteria updates, uncontrolled obstacle environments outside of the airport boundaries, OE/AAA submissions, weather, and other forces outside of FTE's control, FTE cannot guarantee the O05 Public Procedures' minimums, routes, or capabilities will remain unchanged. Flight Tech will utilize the best available data at the time of FAA submission to achieve the lowest possible minimums. If the terrain or obstacle status changes after submission and/or FAA approval of the O05 Public Procedures, an amendment may be required which may necessitate a subsequent flight validation and FAA approval process. As information is made available to FTE, it will make updates in accordance with its FAA approved Maintenance program. Furthermore, FTE cannot guarantee the performance or completion factor of aircraft using the approach due to pilot and equipage differences, weather factors, and safety factors outside of its control. It is up to the pilot in command to ultimately determine if the procedure can be safely flown.

B) Expense Variances

The scope of this proposal only covers the initial development and ongoing Maintenance costs described in this SOW. Additional costs, including but not limited to environmental assessments, additional site visits, travel, flight inspections due to local obstacle changes or BPR results, modifications to the O05 Public Procedures due to aircraft/operator requests, and any other expense not within the scope of this SOW are the responsibility of Plumas County. Should any of these occur, FTE will prepare a cost estimate based on the time and materials rate in the General Consulting Pricing of the Fee Schedule below and provide to Plumas County.

C) Charting & NavData Services

Flight Tech Engineering will provide the necessary FAA forms, ARINC 424 data, and prototype procedure depictions necessary for the charting and encoding of the O05 Public Procedures. FTE does not provide the final procedure chart or the database encoding for use in end user's GPS/FMS. However, as needed FTE will assist Plumas County with submitting the data to OEM (i.e., Honeywell, Collins, Thales, Garmin, etc.) and/or charting providers (i.e., Jeppesen, LIDO, etc.).

D) Future Airport & Runway Changes

Availability of the O05 Public Procedures is dependent on Plumas County maintaining clear Vertical Guidance Surfaces (VGS) and nighttime use is dependent on clear 20:1 surfaces. Flight Tech will utilize the best available data at the time of procedure submission to achieve the lowest possible minimums. If the terrain or obstacle status changes after submission and/or FAA approval of the procedures, a contract amendment will be required. Modifying the procedure is considered an amendment and may require a new flight validation and FAA approval process.

E) Procedure Cancellation Process

Should one or more of the O05 Public Procedures be deemed necessary for cancellation, the following process will occur. Flight Tech Engineering in coordination with Plumas County and FAA AFS-400/Flight Procedures and Airspace Group (FPAG) will determine the timing of the cancellation which may include the need for an environmental review including the submission of an Environmental Pre-Screen form and CATEX determination. FTE will notify FAA AFS-400, and if they are in concurrence, will immediately issue an FDC NOTAM suspending use of the applicable O05 Public Procedure(s).

Note: In the unlikely circumstance that a lapse of Maintenance to one or more of the O05 Public Procedures occurs in excess of 60 calendar days, a complete procedure review will be conducted before reissue, or such procedure will be canceled.

Flight Tech will prepare an original 8260-series form per Order 8260.19, chapter 8 with the required information including cancellation reason. The form will be sent to the FAA AFS-400 for processing and distribution. Form 8260-2, Radio Fix and Holding Data Record (Fix Data) applicable to the O05 Public Procedure(s) will also be included. Flight Tech will continue to maintain the O05 Public Procedure(s) until canceled by the FPAG.

FEE SCHEDULE

Flight Tech shall provide the activities, Services, Tasks, and Deliverables required to design, develop, and submit the O05 Public Procedures at Rogers Field Airport at no cost to Plumas County. Should a flight validation of the O05 Public Procedures be required, Flight Tech shall invoice Plumas County for its efforts on a time and materials basis in accordance with the General Consulting Pricing below and Article 2 of the Agreement.

Plumas County agrees to the costs to maintain the O05 Public Procedures as described below and Flight Tech shall invoice Plumas County in accordance with Article 2 of the Agreement.

Recurring Maintenance Fees		
Description	Frequency	Amount
OE/AAA Obstacle & NOTAM Monitoring Service	Continuous (billed annually upon FAA approval)	\$6,000.00/yr.
540-Day Inspection & FAA report submission	Every 540 Days	\$5,000.00*
Biennial Procedure Review (BPR)	Every Two Years	\$3,500.00 per procedure*

* The pricing for the 540-Day Inspection and BPR is based on an evaluation that results in no changes to the O05 Public Procedures. If ATC, aircraft technology, operating environment, or FAA criteria changes require an amendment to either O05 Public Procedure, which may also necessitate a subsequent flight validation, the pricing for such will be based on the time and materials rate for General Consulting Pricing below.

Payments for Maintenance and Periodic Reviews

Payment for OE/AAA maintenance services are due upon FAA approval of the first O05 Public Procedure and will be billed on an annual basis as agreed upon by Plumas County and FTE. Payment for the 540-Day Inspection and BPRs are due after

completion of each Task. The decision to continue with payments for Maintenance will be made by Plumas County either 60 days prior to the end of the annual Maintenance period and/or 60 days prior to the recurring 540-Day Inspection or BPR. In the event that payment for any aspect of the Maintenance of either, or both, of the O05 Public Procedures is not made, Flight Tech will continue maintaining the respective O05 Public Procedure(s) for the duration of the previous payment's term but will begin the FAA outreach process to deactivate/cancel the respective O05 Public Procedure(s) as required by the FAA.

Maintenance Pricing Review

Pricing for Maintenance services such as OE/AAA filings and NOTAM monitoring is based on historical estimates of previous activity. Each OE/AAA filing and NOTAM that has the potential to impact the O05 Public Procedures must be uploaded to the flight procedure design system and reviewed by an FTE TERPS specialist. On an annual basis, FTE will review the amount of time spent to monitor and maintain the O05 Public Procedures and reserves the right to modify each component of the Maintenance pricing (i.e., OE/AAA, 540-Day Inspection, BPR) as necessary.

General Consulting Pricing

Flight Tech will provide professional Consulting Services for any additional services outside of the agreed upon scope of this SOW at the request of Plumas County and shall be quoted on a time and materials basis using the rates below.

Rate ID	Task Description	Fee	Term
GCR1	Standard Consulting Fee for Aeronautical Engineer - Level 1 (TERPS & ARINC coding, Standard procedure design, Air Carrier/operator assistance, includes access to IFP design software)	\$225/hr.	Time & Materials
GCR2	Standard Consulting Fee for Project Manager & Flight Eval Specialist	\$245/hr.	Time & Materials
GCR3	Standard Consulting Fee for Sr. Aeronautical Engineer (Criteria Development, Waiver language, Regulatory Compliance, Air Carrier/operator assistance)	\$275/hr.	Time & Materials

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this SOW as of the last date set forth below.

FLIGHT TECH ENGINEERING, LLC

PLUMAS COUNTY CALIFORNIA

By: _____

Name: Richard Scott
(type or print)

Title: Chief Operating Officer

Date: _____

By: _____

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board

Date: _____



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: May 16, 2023

SUBJECT: Approve and authorize the Director of Facility Services & Airports to advertise for bids for HVAC system replacement at the Museum.

Recommendation:

Approve and authorize the Director of Facility Services & Airports to advertise for bids for HVAC system replacement at the Museum.

Background and Discussion:

The current HVAC system at the Museum is extremely dated, inefficient, and replacement parts are obsolete. The air conditioning stopped working last summer, and one heater unit quit working this spring, leaving only one functioning unit. It is crucial that this HVAC system be replaced as soon as possible.

Facility Services & Airports requested \$35,000 in the FY22/23 Capital Improvement budget for this project.

Action:

Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve the request to advertise for bids for HVAC system replacement at the Museum.

Fiscal Impact:

Facility Services & Airports requested \$35,000 in the Capital Improvement budget (FY22/23) to replace the HVAC system at the Museum, and therefore, this is not an unexpected expenditure. Even though this could have a significant fiscal impact, it is necessary to replace the HVAC system in order for the Museum to be "comfortable" for staff and patrons, and keep the Museum open to the public.

Attachments:

None



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: May 16, 2023

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Erin Barnes, M.D., to perform duties of a Deputy County Health Officer; effective July 1, 2023; not to exceed \$11,250.00, approved as to form by County Counsel; discussion and possible action.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a consultant services agreement in the amount of \$11,250.00.

Background and Discussion:

The California Health and Safety Code (HSC § 101000) stipulates that counties "shall appoint a health officer." The county health officer must be a physician and has at least 170 distinct duties under California law. For several years, Dr. Mark Satterfield has provided Health Officer services to Plumas County on a part-time basis through a consultant services agreement. However, as a condition for receiving the Future of Public Health funding that the Board authorized November 1, 2022, the California Department of Public Health requires the Plumas County Public Health Agency to provide "24/7 Health Officer coverage." The Agency proposes to appoint Dr. Erin Barnes as Deputy Health Officer to provide the required coverage when Dr. Satterfield is not available.

Action:

Approve and direct the chair to sign a consultant services agreement with Erin Barnes, M.D., for an amount not to exceed \$11,250.00, to perform the duties of a Deputy County Health Officer for the Plumas County Public Health Agency.

Fiscal Impact:

There is no fiscal impact on the General Fund as this contract is fully funded through various programs in Public Health.

Attachments:

1. BARNES M.D., ERIN Agreement FY2324

**CONSULTANT SERVICES AGREEMENT
FOR
ERIN BARNES, M.D.**

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 ERIN BARNES, M.D., an individual (hereinafter referred to as "Consultant").

The parties agree as follows:

1. **Scope of Work.** Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Consultant 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 Consultant under this Agreement shall not exceed Eleven-Thousand Two-Hundred Fifty Dollars and No/100 (\$11,250.00).
3. **Term.** The term of this agreement shall be from July 1, 2023 through June 30, 2024, 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 Consultant or furnish any other consideration under this Agreement and Consultant 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 Consultant 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. Consultant 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. Consultant 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. Consultant 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.

P COUNTY 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 Consultant 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 Consultant or its officers, employees, agents, Consultants, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Consultant 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. Consultant 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 Consultant, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Consultant'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. Consultant'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 Consultant'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 Consultant 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, Consultant 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. Consultant shall require all Consultants to comply with all indemnification and insurance requirements of this agreement, and Consultant shall verify Consultant's compliance.

10. Licenses and Permits. Consultant 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 Consultant to practice its profession and to perform its duties and obligations under this Agreement. Consultant represents and warrants to County that Consultant 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

Consultant 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 Consultant is not acting hereunder as an employee of the County, but solely as an independent Consultant. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Statement of Occupation. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as a physician. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Consultant may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Consultant 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. Consultant 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 Consultant.
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.

IF TO CONSULTANT:

Erin Barnes, MD
1590 Wildwood Path
Quincy, California 95971
(913)-515-3201

IF TO COUNTY:

County of Plumas
Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

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 Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Consultant is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive

orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. **Suspension and Debarment.** The County does not employ vendors or Consultants who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Consultant agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

CONSULTANT:

Erin Barnes, MD an individual

By: _____

Erin Barnes, MD

Date signed: _____

COUNTY:

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

By: _____

Dana Loomis, PhD

Director, Public Health Agency

Date signed: 5/04/2023

By: _____

Dwight Ceresola

Chair, Plumas County Board of Supervisors

Date signed: _____

Attest:

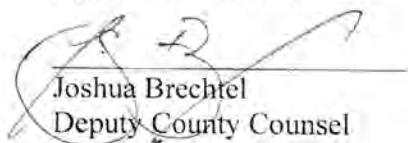
By: _____

Heidi White

Clerk, Plumas County Board of Supervisors

Date signed: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel

5/4/2023

EXHIBIT A

Scope of Work

Physician agrees to perform, in an efficient and professional manner, all duties and services of a Deputy County Health Officer including but not limited to the following:

1. Represent Plumas County Local Health Jurisdiction as an active member of California Conference of Local Health Officers Association.
2. Act temporarily as Health Officer on a consulting basis to PCPHA when requested by the Health Officer or the Director of Public Health, providing medical oversight, recommendations, and protocols for public health programs.
3. Act temporarily as Health Officer on a consulting basis to local health care providers and other physicians or agencies in or out of County, when requested by the Health Officer or the Director of Public Health, as necessary to meet the standards of Federal, State, and local laws.
4. Enforce and observe all laws pertaining to public and environmental health as promulgated by the County, state or federal government.
5. When requested by the Health Officer or the Director of Public Health, direct the detection and control of communicable diseases, sexually transmitted diseases and tuberculosis; consult with physicians, nurses, patients, staff members, other county departments, agencies, or other individuals in the diagnosis of, and investigation of, cases of suspected communicable diseases and to exchange information or provide recommendations; takes measures to prevent and control epidemics.
6. When acting temporarily as Health Officer, be available by pager, electronic mail, or telephone when not on site to respond to requests for information and assistance.
7. When requested by the Health Officer or the Director of Public Health, act as employee health physician, performs physical examinations and medical evaluations in compliance with all appropriate and pertaining laws.
8. Perform other duties as mutually agreed upon by the Director of Plumas County Public Health Agency, the Plumas County Health Officer, or defined in Health & Welfare Code, Public Health Emergency Preparedness Plan or related County Codes.
9. Assessing, and implementing health officer orders authorized under declared public health emergencies.

10. Providing medical oversight and direction to regional healthcare organizations and providers during pandemics and other public health emergencies.
11. Liaise with community partners and provide guidance for safe operation during emergencies
12. Review infectious disease cases and clusters and provide guidance to internal and external response partners.
13. Represent PCPHA Health Officer perspective during emergencies to state and local officials

EXHIBIT B

Fee Schedule

Invoicing and Payment:

1. PCPHA shall pay Consultant the sum of One Thousand Eight-Hundred Seventy-Five Dollars (\$1,875.00) per week served as Deputy Health Officer as the exclusive compensation under this agreement beginning July 1, 2023 and ending June 30, 2024. Contract shall not exceed Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00).
2. All travel will be pre-approved by the Director of Public Health and will be reimbursed with original receipts and/or per diem.

Certificates of Insurance:

1. County shall pay for and maintain professional malpractice insurance from CSAC Excess Insurance Authority covering the Physician, **but only with respect to work performed for the County under this Agreement and any extension or continuation of the Agreement.**
2. Physician shall carry at his sole expense, personal automobile liability insurance consistent with the insurance requirements listed in this Agreement (Item 9.0 Insurance).

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Erin Barnes, M.D., an Individual, referred to herein as Business Associate ("BA"), dated July 1, 2015.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

COUNTY INITIALS

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach



COUNTY INITIALS

[42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B); 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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

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

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

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

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

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

activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

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

3. Termination

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

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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

COVERED ENTITY

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

Name: Dana Loomis, PhD

Title: Director, Public Health Agency

Signature: 

Date: 5/04/2023

BUSINESS ASSOCIATE

Erin Barnes, M.D., an Individual

Name: Erin Barnes, M.D.

Title: Deputy Health Officer

Signature: _____

Date: _____



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: May 16, 2023

SUBJECT: Adopt **RESOLUTION** authorizing the Director of Public Health to sign and accept Older Californians Nutrition Program (ONCP) Grant funds in the amount of \$85,882.00, and execute ONCP Grant Agreements for Fiscal Year 2023-2024; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Authorize the Director of Public Health to sign an agreement for federal and state ONCP grants, and to execute ONCP Agreements for Fiscal Year 2023-2024.

Background and Discussion:

Chico State Enterprises, pursuant to the California Department of Aging Award, IF2223-03(Prime), will provide a grant of up to \$85,882.00 from a variety of state and federal funding sources.

Meals (1 Meal): to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake(RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

This extra funding will provide a mixture of 2,530 congregate meals at nutrition sites in Plumas County as well as 8,982 home-delivered meals in Plumas County from January 1,2023 through December 31,2023. The total compensation for both congregate and home delivered meals shall not exceed \$85,882.00. \$18,875 for congregate and \$67,007 for home delivered meals.

Action:

Adopt a Resolution authorizing the Director of Public Health to sign and accept Older Californians Nutrition Program (ONCP) Grant funds in the amount of \$85,882.00, and execute ONCP Grant Agreements for Fiscal Year 2023-2024.

Fiscal Impact:

None

Attachments:

1. 23-270 FINAL
2. 23-270 subaward FINAL
3. 23-270 Attachment H IF-2223-03
4. 23-270 OARR Nutrition 3C1-3C2 RFF
5. 23-270 OARR Nutrition Budget template

RESOLUTION NO. 23-_____

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC HEALTH TO: (1) ACCEPT OLDER CALIFORNIANS NUTRITION PROGRAM (OCNP) GRANT FUNDS, AND (2) EXECUTE OLDER CALIFORNIANS NUTRITION PROGRAM (OCNP) AGREEMENTS FOR FISCAL YEAR 2023-2024.

WHEREAS, Chico State Enterprises, pursuant to the California Department of Aging Award, IF-2223-03 (Prime), will provide a grant of up to \$85,882 from a variety of state and federal funding sources; and,

WHEREAS, Chico State Enterprises requires the Board of Supervisors to adopt a resolution authorizing a signer in order to receive the grant monies and execute the grant agreements;

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

1. Authorize the Director of Public Health to sign this agreement for federal and state OCNP grants
2. Authorize the Director of Public Health to accept the allocation of any and all federal and state OCNP grant funds for nutrition services.
3. Authorize the Director of Public Health to execute any and all OCNP Grant Agreements and other documentation necessary to apply for and accept federal and state OCNP funds for nutrition services, subject to approval as to form by Plumas County Counsel.
4. Authorize the Director of Public Health to execute any and all documents necessary to effectuate such transfers or entitlements, subject to approval as to form by the Plumas County Counsel

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 16th day of May, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

Approved as to form:


Joshua Brechtel
Deputy County Counsel

SUBAWARD

SUBAWARD NUMBER A23-0011-S004	AM. NO. -
SUBRECIPIENT IDENTIFICATION NUMBER	

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

SUBRECIPIENT'S NAME

County of Plumas

, hereafter called Subrecipient.

Prime Recipient has been awarded by the California Department of Aging **IF-2223-03**. Older Californians Nutrition Program (OCNP). Prime Recipient has identified Subrecipient to receive funds for the described purpose under the prime agreement.

Project Summary

Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

The Term of this Subaward shall commence **1/1/2023** and will end **12/31/2023**.

1. Prime Recipient agrees to reimburse Subrecipient an amount not to exceed **\$85,882. \$18,875** for congregate and **\$67,007** for home delivered meals.

This Subaward incorporates the following attachments:

Attachment A – Scope of Work (1 page)

Attachment C – Contact Information (1 page)

Attachment D – Terms & Conditions (2 page)

Attachment E – Insurance (certifications to be returned with signed agreement 1 page)

Attachment H – Prime Award (attached as a PDF)

This Subaward has been executed by the parties hereto, upon the date first above written.

PRIME RECIPIENT	SUBRECIPIENT	
Chico State Enterprises BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE	PRINTED NAME AND TITLE OF PERSON SIGNING Dana Loomis	
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 270 County Hospital Road, Ste 206, Quincy CA 95971 danaloomis@countyofplumas.com	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$85,882	TOTAL AMOUNT ENCUMBERED TO DATE \$85,882	PROJECT CODE SP-73267-01, SP-73268-01

Attachment A

Scope of Work

A. SERVICE OBJECTIVES

Subrecipient shall provide the following services on a regular basis by the close of this Agreement on December 31, 2023:

- (1) Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.
- (2) Subrecipient will provide a mixture 2,530 congregate meals at nutrition sites in Plumas County as well as 8,982 home-delivered meals in Plumas County from January 1, 2023 through December 31, 2023.

B. REPORTING

- (1) Subrecipient shall submit to the Agency the appropriate client information for the Older Adult Recovery and Resilience Quarterly Narrative Report available from Passages. Your first report is due April 15, 2023.
- (2) Do not enter the client information in to GetCare. Only use the form provided by Passages.
- (3) Performance by Subrecipients shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.
- (4) For performance objectives falling below 85% of the contracted level of units of service, Subrecipient must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
- (5) Subgrantees are required to meet all reporting and submittal deadlines. Any Subrecipient who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any Subrecipient who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.
- (6) Failure of Subrecipient to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

C. COMPENSATION

- (1) The total compensation for both congregate and home delivered meals to Subrecipient shall not exceed the maximum available funding of \$85,882. \$18,875 for congregate and \$67,007 for home delivered meals.
- (2) Invoices shall be submitted to Chico State Enterprises on the invoicing form provided by the 20th of each month.

Attachment B
Budget

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Attachment C
Contact Information

Prime Recipient Contacts	Subrecipient Contacts
<i>Administrative Contact</i>	<i>Administrative Contact</i>
Name: Mary Neuman Title: Passages Adult Resource Center 25 Main Street, Suite 202 Address: Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530-898-4870 Email: mneuman@csuchico.edu	Name: DeLena Jones Title: Plumas County 270 County Hospital Road, Ste 206 Address: Quincy CA 95971 Telephone: 530-283-6362 Fax: 530-283-6425 Email: delenajones@countyofplumas.com
<i>Principal Investigator</i>	<i>Project Director</i>
Name: Joseph Cobery Title: Director Passages Adult Resource Center 25 Main Street, Suite 202 Address: Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530-898-4870 Email: jcobery@csuchico.edu	Name: John Rix Title: Address: Same as above Telephone: 530-283-3546 Fax: 530-283-6425 Email: johnrix@countyofplumas.com
<i>Financial Contact</i>	<i>Financial Contact</i>
Name: Skyler Gebhart Title: Grants/Contracts Analyst Chico State Enterprises Address: 25 Main Street, Suite 103 Chico CA 95928-5388 Telephone: 530-898-5829 Fax: Email: sgebhart@csuchico.edu	Name: DeLena Jones Title: Address: Same as above Telephone: See above Fax: Email: delenajones@countyofplumas.com
<i>Authorized Signatory</i>	<i>Authorized Signatory</i>
Name: Mary Sidney Title: Chief Executive Officer Chico State Enterprises Address: 25 Main Street, Suite 103 Chico CA 95928-5388 Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu	Name: Dana Loomis Title: Address: Same as above Telephone: 530-283-6342 Fax: 530-283-6425 Email: danaloomis@countyofplumas.com

Attachment D

Terms and Conditions

1. **Invoicing:** Subrecipient shall submit monthly invoices. Each invoice must be supported by complete receipts for all items and costs listed on the invoice.
2. **Modification:** Any modifications of the terms and/or conditions of this Subaward shall be made in written agreement by both parties.
3. **Independent Entity:** Subrecipient is an independent entity, not an employee of Prime Recipient, however, the work or services to be provided by Subrecipient shall be provided in a manner consistent with reaching Prime Recipient's objectives in entering this Subaward.
4. **Confidentiality:** During the term of this Agreement, and for a period of five (5) years following the termination hereof, each party shall exercise reasonable care to maintain in confidence all confidential information disclosed by the other party pursuant to this Agreement ("Confidential Information"), but only to the extent: (a) if disclosed in writing, such confidential information is marked as confidential when disclosed; or (b) if disclosed orally, such confidential information is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days after the oral disclosure. The receiving party shall not use, disclose, or grant the use of the Confidential Information except on a need---to---know basis to those directors, officers, employees, agents, and permitted assignees, to the extent such disclosure is reasonably necessary in connection with the provision of Services under this Agreement. Before disclosure, the receiving party shall obtain the written agreement of any such person who is not otherwise bound by fiduciary obligations to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement.

The limitations on use and the nondisclosure obligations contained in this Agreement shall not apply to the extent that: (a) the receiving party is required to disclose the Confidential Information by law, order or regulation of a governmental agency or a court of competent jurisdiction, provided that, time permitting, the receiving party shall provide written notice thereof to the disclosing party; or (b) the receiving party can demonstrate by written records that: (i) the information was public knowledge at the time of disclosure, or thereafter became public knowledge, other than as a result of acts in violation hereof; (ii) the information was rightfully known by the receiving party prior to the date of disclosure; (iii) the information was disclosed to the receiving party on an unrestricted basis from a third party not under a duty of confidentiality to the disclosing party; or, (iv) the information was independently developed by employees or agents of the receiving party without access to or use of the Confidential Information.

5. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this subaward, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees. Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.
6. **Liability for Breach of Contract:** During the Subaward, either party that has difficulty in fulfilling the terms and conditions of the Subaward shall carefully solve it through negotiation. If both parties fail to reach consensus, the default party shall assume responsibility for compensation. The specific compensation plan shall be negotiated by both parties or be solved through civil action in accordance with the state related laws and regulations. The litigation shall be governed by the people's court at the location of the non-default party.

7. **Insurance:** See Attachment E, Specific Insurance Requirements
8. **Controlling Law Venue:** This contract is made and entered into in the County of Butte, State of California. The validity of this contract, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California. The parties agree that all actions or proceedings arising in connection with this agreement shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.
9. **Termination:** This Subaward may be terminated for the following reasons:
 - A. Immediately for cause if either party violates any of the terms or provisions of this Subaward; or
 - B. By either party without cause upon 30 days written notice of termination.
10. **Partial Invalidity:** If any provision of this Subaward is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.
11. **Audit:** Subrecipient agrees that, Prime Recipient, the awarding agencies, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Subaward if it exceeds \$10,000. The Subrecipient agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, unless a longer period of record retention is stipulated in Exhibit D of the prime award. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Subrecipient agrees to refund to the Prime Recipient any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed after audit or inspection of records.
12. **Force Majeure:** Neither party is liable or responsible to the other party, or has defaulted under or breached this Contract, for failure or delay in fulfilling or performing any obligation to the extent that, and for so long, as such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil disturbances, strikes, lockouts, or other labor disturbances, acts of God, or any acts, omissions, or delays in acting by any governmental authority or the other party.
13. **Prime Award:** The terms and conditions of the Prime Award are incorporated into this subaward by this reference. All references to Chico State Enterprises and its variants, School, Awardee, Grantee, Recipient, etc. in the Prime Award shall mean the Subrecipient. Prime Award shall be included as referenced in Attachment H. In the event of any conflict, contradiction, or ambiguity between terms and conditions of this subaward and the Prime Award, then the terms of this subaward shall prevail.

Attachment E
Insurance

14. Subrecipient, at its own cost, agrees to maintain, for the duration of this Subaward: Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California; general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage; automobile liability insurance covering bodily injury and property damage for all activities of the Subrecipient arising out of or in connection with the work to be performed under this Subaward, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than \$1,000,000; and Professional Liability of \$1,000,000 aggregate. The insurance certificates and/or documentation are to be submitted with the signed agreement.

Attachment H
Prime Award

PRIME AWARD IS INCLUDED AS A SEPARATE PDF ATTACHMENT

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 02/20)

STATE CONTROLLER'S OFFICE IDENTIFIER
4170-IF222303

AGREEMENT NUMBER
IF-2223-03

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging, hereinafter referred to as "State"

CONTRACTOR'S NAME

Chico State Enterprises, hereinafter referred to as "University"

2. The term of this Agreement is: July 1, 2022 through December 31, 2024

3. The maximum amount of this Agreement is: \$ 1,030,140.00 One million thirty thousand one hundred forty and 00/100 dollars

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

Exhibit A – A8: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Use of Intellectual Property & Data; A5–Resumes/Biosketch; A6–Current & Pending Support; A7–Third Party Confidential Information (if applicable); A8–Assurances Specific To This Agreement 22 pages

Exhibit B – B–Budget; B1–Budget Justification; B2– Subawardee Budgets (if applicable); B3–Invoice Elements; B4–Additional Payment Provisions 13 pages

Exhibit C* – University Terms and Conditions UTC-220

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

<input checked="" type="checkbox"/> Exhibit D – Additional Requirements Associated with Funding Sources	30 pages
<input checked="" type="checkbox"/> Exhibit E – Special Conditions for Security of Confidential Information	3 pages
<input checked="" type="checkbox"/> Exhibit F – Access to State Facilities or Computing Resources	1 page
<input checked="" type="checkbox"/> Exhibit G – Negotiated Alternate UTC Terms	1 page

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. You can find these documents on the [University of California, Office of the President](#) and the [California Department of General Services](#) websites.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

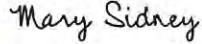
CONTRACTOR

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

Chico State Enterprises

BY (Authorized Signature)

DocuSigned by:



DATE SIGNED (Do not type)

9/1/2022

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Sidney, CEO

ADDRESS

25 Main Street, Suite 203, Chico CA 95928-5388

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DocuSigned by:



DATE SIGNED (Do not type)

9/1/2022

PRINTED NAME AND TITLE OF PERSON SIGNING

Nate Gillen, Chief, Business Management Bureau

ADDRESS

2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

California Department of
General Services Use Only

Exempt per:
AG OP 80-111

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A – Scope of Work

Exhibit A – Scope of Work

Project Summary & Scope of Work

Contract Grant

Does this project include Research (as defined in the UTC)?

Yes No

PI Name: Joseph Cobery, AAA Director

Project Title: IF-2223-03 Dignity at Home Fall Prevention / Older Californians Nutrition Program (OCNP) and Intergenerational Activities / Family Caregiver Support Program / Legal Assistance Services

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

The project goal is to implement the following programs: Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services, in accordance with State and federal laws and regulations. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.

If Third-Party Confidential Information is to be provided by the State:

- Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; *OR*
- A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

Scope of Work

Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Dignity at Home Fall Prevention Program

1. **Assembly Bill No. 74 (A.B. 74)** of the State of California Budget Act of 2019, Chapter 23, Appropriation 4170-101-0001, Schedule 2, Provision 4, is the enabling legislation for the Dignity at Home Fall Prevention Program.
2. **Dignity at Home Fall Prevention Program** means a program that provides grants to Area Agencies on Aging (AAAs) to provide fall and injury prevention information, education, referral services, equipment, assessments, services, materials and labor costs to the eligible service population as stipulated in Section (3) below.

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A – Scope of Work

ARTICLE I. PROGRAM DEFINITIONS (continued)

3. **Eligible Service Population** means individuals who are sixty (60) years of age and who are at risk of falling or institutionalization. [A.B.74].
4. **Program Requirements** means A.B. 74 program requirements found in the Budget Act of 2019 and California Department of Aging Program Memoranda.
5. **Purchased Fall Prevention Services** means a variety of services including: Injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials and labor costs.

B. Definitions Specific to the Older Californians Nutrition Program (OCNP) and Intergenerational Activities

1. **Adult** means an individual between eighteen (18) years and sixty (60) years old.
2. **Child** means an individual under eighteen (18) years old.
3. **Eligible Population** means older individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 CCR 7125, 7127, 7135]
 - a. Individuals eligible to receive a meal at a congregate nutrition site shall include the following:
 - i. Any older individual.
 - ii. The spouse of any older individual.
 - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A – Scope of Work

ARTICLE I. PROGRAM DEFINITIONS (continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
 - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 4. **Intergenerational Activities** means efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and also strengthen older adult's recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.
- 5. **Older Californians Nutrition Program** means the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services.
- 6. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
 - a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA § 315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

California Department of Aging

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Exhibit A – Scope of Work

ARTICLE I. PROGRAM DEFINITIONS (continued)

7. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22 CCR 7135, 22 CCR 7638.7(c)]

C. Definitions Specific to Family Caregiver Support Program (FCSP)

1. **Caregiver Assessment** means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]
2. **Child** means an individual who is not more than eighteen (18) years of age. [OAA § 372(a)(2)]
3. **Eligible Service Population for FCSP** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
4. **Older relative caregiver** means a caregiver who is -
 - a. Age 55 or older; and
 - b. Lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 - c. In the case of a caregiver for a child--
 - i. Is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - ii. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - iii. Has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

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Exhibit A – Scope of Work

ARTICLE I. PROGRAM DEFINITIONS (continued)

- d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.
[OAA § 372(a)(3)]
5. **Individual with a disability**- The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(3)]
6. **Priority Services for FCSP** means services provided to:
 - a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]
 - c. Family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
7. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

D. Definitions Specific to Senior Legal Services Program

1. **Legal Assistance** (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes – (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, advice and consultation, litigation, administrative representation, brief services, preparing legal documents and pro se assistance.
2. **Eligible Service Population** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

California Department of Aging

Contractor: Chico State Enterprises
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Exhibit A – Scope of Work

ARTICLE I. PROGRAM DEFINITIONS (continued)

3. **Target Populations** specific to Senior Legal Services are older individuals with the greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals. [45 CFR 1321.71(c)(5)]
4. **Priority Legal Issues-** Area agencies on aging shall give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. [OAA 307.11(E)]

ARTICLE II. SCOPE OF WORK – Dignity at Home Fall Prevention Program

- A. The Contractor shall provide the following programmatic services to eligible individuals:
 1. Information and education about injury prevention to older adults and persons with disabilities.
 2. Referrals and provision of fall and injury prevention resources in eligible individuals' local communities.
 3. In-home environmental assessments.
 4. Instruction on behavioral, physical and environmental aspects of injury prevention.
- B. The Contractor shall purchase injury prevention equipment, services, materials and labor costs for homeowners and renters who meet eligibility requirements established pursuant to Exhibit A, Article II, Section (E) of this Agreement. Equipment, materials and services covered under the program shall include, but not be limited to the following:
 1. Grab bars, nonskid surfaces, toilet seat risers, shower seats, and transfer benches.
 2. Indoor and outdoor handrails and threshold modifications (e.g., ramps).
 3. Reconfiguration of furniture and other elements of the physical home environment to reduce hazards.
 4. Improved lighting including light fixtures, lamps and night lights.
 5. Medication management items (e.g., pill organizers).
 6. Licensed electrician services (i.e., electrical outlets installed by a licensed electrician when necessary to properly place wires that present a trip hazard).

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Exhibit A – Scope of Work

ARTICLE II. SCOPE OF WORK – Dignity at Home Fall Prevention Program (Continued)

7. Unsafe flooring repair (e.g., fixing broken/uneven steps or replacing worn carpet/tread).
- C. To carry out the responsibilities of this Agreement, Contractor shall subcontract with local nonprofit or for-profit agencies that are experienced in injury prevention and home safety services, including, but not limited to, medical providers and hospital systems, independent living centers, and home modification providers. Contractors subcontracting with a for-profit entity are subject to the provisions in Exhibit D, Article V. Subcontracts, Section (l).
- D. Participant eligibility for the Dignity at Home Fall Prevention Program shall be limited to those who meet all the following requirements:
 1. Individuals with disabilities or persons 60 years of age and older.
 2. The older adult or person with a disability has fallen, is at risk for falling, or is at risk for institutionalization.
- E. The Contractor shall perform the following tasks to ensure the integrity of the Dignity at Home Fall Prevention Program:
 1. Submit a one-page description of your fall prevention program for any newly participating Contractors or an updated one-page description of your fall prevention program for all continuing Contractors.
 2. Conduct an intake with each potential program participant to determine eligibility for purchased fall prevention services.
 3. Collect and maintain program data for reporting (e.g., number of completed assessments, number of clients served, fall prevention equipment purchased, number of in-home assessments performed, quality assurance data and other forms of programmatic data.)
 4. Administer program evaluation and quality assurance tools, which may include but are not limited to, client satisfaction surveys and questionnaires.
 5. Conduct outreach to ensure the maximum number of eligible individuals participate in the program.
 6. Generate monthly expenditure reports and quarterly programmatic reports as required by the State.

California Department of Aging

Contractor: Chico State Enterprises
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Exhibit A – Scope of Work

ARTICLE III. SCOPE OF WORK – OCNP and Intergenerational Activities

A. The Contractor shall provide the following:

1. Provide meals in accordance with the OAA and California Code of Regulations (CCR).
2. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code.
3. Conduct services and activities that support the goal to provide more meals to more older adults and/or the goal to pursue and conduct intergenerational activities for the purpose of connecting older adults with children/adults in conjunction with the OCNP. Examples of intergenerational activities include, but are not limited, the following:
 - a. Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children;
 - b. Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational meal programs;
 - c. Planning, development, or implementation of intergenerational cooking demonstrations or classes;
 - d. Planning, development, or implementation of shared garden site and intergenerational gardening activities;
 - e. Virtual or in-person intergenerational social activities related to the C-1 or C-2 program;
 - f. Virtual or in-person adult lunch companion for C-2 participants.
4. OARR funding may be used to provide meals for participants in activities that support intergenerational connections, however, OARR funding may not supplant funds that would otherwise be available for other nutrition programs.

ARTICLE IV. SCOPE OF WORK – Family Caregiver Support Program (FCSP) Activities

A. The Contractor shall provide the following FCSP service categories to eligible individuals [OAA 373(b)]:

1. Information Services
2. Access Assistance

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A – Scope of Work

ARTICLE IV. SCOPE OF WORK – Family Caregiver Support Program (FCSP) Activities (Continued)

3. Support Services
4. Respite Care
5. Supplemental Services

B. The Contractor shall ensure FCSP services are compliant with all OAA and CCR requirements.

ARTICLE V. SCOPE OF WORK – Senior Legal Services Program

A. The Contractor shall:

1. Make legal assistance available and accessible, at no cost, throughout the PSA to the targeted groups identified in the Area Plan.
2. AAAs shall give priority to legal assistance related to the following areas:
 - a. Income.
 - b. Health care.
 - c. Long-term care.
 - d. Nutrition.
 - e. Housing.
 - f. Utilities.
 - g. Protective services.
 - h. Defense of guardianship or conservatorship.
 - i. Abuse.
 - j. Neglect.
 - k. Age discrimination.
3. Primary focus shall be the direct representation of older individuals in legal matters.
4. Include in its bid proposal the specific techniques to be used to make potential clients aware of the legal assistance that will be provided.
5. All attorneys providing legal assistance must be licensed and in good standing to practice law in the State of California and shall carry malpractice insurance. Legal assistance may be provided by law students or paralegals only under the direct and regular supervision of a licensed attorney.

California Department of Aging

Contractor: Chico State Enterprises
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Exhibit A – Scope of Work

ARTICLE V. SCOPE OF WORK – Senior Legal Services Program (Continued)

6. Funds received shall be used to maintain and/or increase the level of legal assistance furnished to older individuals. Funds shall not be used to supplant funds from other federal or non-federal sources.

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A1 – Deliverables**Exhibit A1 - Deliverables****SCHEDULE OF DELIVERABLES**

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other Deliverables, if requested by the State and agreed to by the Parties.

If use of any Deliverable is restricted or is anticipated to contain preexisting Intellectual Property with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Intellectual Property & Data.

Unless otherwise directed by the State, the University Principal Investigator shall submit all Deliverables to the State Contract Project Manager, identified in Exhibit A3, Authorized Representatives.

Deliverable	Description	Due Date
Data Reporting	Submit data reporting as required	As required
Fiscal documents	Submit monthly fiscal documents	as required
Original Budget	Submit original budget	As required
Budget revisions (amendments)	Submit revised budget	30 day after receipt of amended budget display
Final budget revisions (allocation transfers)	Submit revised budget allocation transfers	As required
Expenditure Report	Submit monthly expenditure reports	Monthly
Closeout Report	Submit closeout report on CDA 180	As required
Property Report	Submit a property inventory report on CDA 9024	As required
Fraud Reporting	Submit a written report of any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.	Immediately, upon discovery
Property Improvements	Submit a report detailing additions, improvements, and betterments to State assets	As needed
Request to Dispose of Property	Prior to disposing of state property, Contractor must submit a CDA 248 for approval.	As needed
Monitoring	Submit monitoring documentation as required	As required
Audit Reports	Submit an audit report	As required
Security Incident Report	Submit a security incident report	Immediately, upon discovery
Transition Plan	Submit a transition plan after Notice of Termination	As required

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A2 – Key Personnel**Exhibit A2 – Key Personnel****KEY PERSONNEL**

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
Cobery, Joseph	Passages Adult Resource Center	AAA Director
Co-PI(s) – if applicable:		
Neumann, Mary	Passages Adult Resource Center	AAA Deputy Director
Other Key Personnel (if applicable):		

California Department of Aging

Contractor: Chico State Enterprises
 Agreement #: IF-2223-03
 Exhibit A3 – Authorized Representatives

Exhibit A3 – Authorized Representatives

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

State Agency Contacts	University Contacts
Agency Name: California Department of Aging (CDA)	University Name: Chico State Enterprises (CSE)
<p>Contract Project Manager (Technical)</p> <p>Name: Andrew Sachs, Chief Local Finance Bureau</p> <p>Address: CDA, Local Finance Bureau Financial Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833</p> <p>Telephone: (916) 931-1936</p> <p>Fax:</p> <p>Email: Andrew.Sachs@aging.ca.gov</p>	<p>Principal Investigator</p> <p>Name: Joseph Cobery Director</p> <p>Address: Passages Adult Resource Center 25 Main Street, Suite 103 Chico, CA 95928-5388</p> <p>Telephone: (530) 898-6758</p> <p>Fax: (530) 898-4870</p> <p>Email: jcobery@csuchico.edu</p> <p>Designees to certify invoices under Section 14 of Exhibit C on behalf of PI:</p> <ol style="list-style-type: none"> 1. <Name>, <Title>, <EmailAddress> 2. <Name>, <Title>, <EmailAddress> 3. <Name>, <Title>, <EmailAddress>
<p>Authorized Official (contract officer)</p> <p>Name: Nate Gillen Chief</p> <p>Address: Business Management Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833</p> <p>Telephone: (916) 931-1929</p> <p>Fax:</p> <p>Email: nate.gillen@aging.ca.gov</p>	<p>Authorized Official</p> <p>Name: Mary Sidney Chief Executive Officer</p> <p>Address: 25 Main Street, Suite 203 Chico, CA 95928-5388</p> <p>Telephone: 530-898-6811</p> <p>Fax:</p> <p>Email: msidney@csuchico.edu</p> <p>Send notices to (if different):</p>
<p>Send notices to (if different):</p> <p>Name: Sharan Singh AGPA, Contract Analyst</p> <p>Address: Business Management Bureau</p>	<p>Name: Joel Chan Contracts Officer</p> <p>Address: 25 Main Street, Suite 205 Chico, CA 95928-5388</p>

California Department of Aging

Contractor: Chico State Enterprises
 Agreement #: IF-2223-03
 Exhibit A3 – Authorized Representatives

<p>2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 898-9184 Fax: Email: sharan.singh@aging.ca.gov</p>	<p>Telephone: (916) 898-6621 Fax: (916) 898-6804 Email: jtchan@csuchico.edu</p>
<p>Administrative Contact</p> <p>Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress></p>	<p>Administrative Contact</p> <p>Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress></p>
<p>Financial Contact/Accounting</p> <p>Name: Nicole Shimosaka Fiscal Management Branch Chief Address: CDA, Fiscal Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7520 Fax: Email: Nicole.Shimosaka@aging.ca.gov</p>	<p>Authorized Financial Contact/Invoicing/Remittance</p> <p>Name: Skyler Gebhart Analyst Address: 25 Main Street, Suite 103 Chico, CA 95928-5388 Telephone: (530) 898-5829 Fax: (530) 898-6804 Email: sgebhart@csuchico.edu</p> <p>Designees for invoice certification in accordance with Section 14 of Exhibit C on behalf of the Financial Contact:</p> <ol style="list-style-type: none"> 1. <Name>, <Title>, <EmailAddress> 2. <Name>, <Title>, <EmailAddress> 3. <Name>, <Title>, <EmailAddress>

California Department of Aging

Contractor: Chico State Enterprises
 Agreement #: IF-2223-03
 Exhibit A4 – Use of Intellectual Property & Data

Exhibit A4 – Use of Intellectual Property & Data

USE OF INTELLECTUAL PROPERTY & DATA

If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to copyrighted works, known patents, trademarks, service marks and trade secrets) "IP" and/or Data with restrictions on use, then list all such IP/Data and the nature of the restriction below. If no third-party or pre-existing IP/Data will be used, check "none" in this section.

A. State: Preexisting IP/Data to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

None or List:

Owner (Name of State Agency or 3 rd Party)	Description	Nature of restriction:

B. University: Restrictions in Preexisting IP/Data included in Deliverables identified in Exhibit A1, Deliverables.

None or List:

Owner (Name of University or 3 rd Party)	Description	Nature of restriction:

C. Anticipated restrictions on use of Project Data.

If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "None" in this section.

None or List:

Owner (University or 3 rd Party)	Description	Nature of Restriction:

California Department of Aging

Contractor: Chico State Enterprises
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Exhibit A5 – Résumé/Biosketch

Exhibit A5 - RÉSUMÉ/BIOSKETCH

RÉSUMÉ/BIOSKETCH

Attach 2-3 page Resume/Biosketch for the PI and other Key Personnel listed in Exhibit A2, Key Personnel.

Not applicable to this Agreement

California Department of Aging

Contractor: Chico State Enterprises
 Agreement #: IF-2223-03
 Exhibit A6 – Current & Pending Support

Exhibit A6 – Current & Pending Support

CURRENT & PENDING SUPPORT

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

PI: N/A					
Status (currently active or pending approval)	Award # (if available)	Source (name of the sponsor)	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A7 – Third Party Confidential Information

Exhibit A7

Third Party Confidential Information Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the Scope of Work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

Not applicable to this Agreement

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A8 – Assurances Specific To This Agreement

Exhibit A8

Assurances Specific To This Agreement

(Identified as Exhibit E in CDA's other AAA IF-2223 agreements)

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. The Contractor shall assure that the following conditions are met:
 1. Services shall be provided only to eligible participants of the Dignity at Home Fall Prevention Program, Older Californians Nutrition Program (OCNP)/Intergenerational Activities, Family Caregiver Support Program (FCSP), and Legal Services as defined in Exhibit A.
 2. Funds made available under this Agreement shall supplement, not supplant, any federal, State, or local funds expended by a State or unit of local government to provide fall prevention services.
 3. For the OCNP, FCSP, and Legal Services, the Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. The Contractor or any subcontractors for any services covered in this agreement shall not use means tests.
 - b. Any client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for services covered in this agreement shall be non-coercive.
 - d. Each service provider will:
 - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - ii. Clearly inform each recipient that there is no obligation to contribute, and that the contribution is purely voluntary.
 - iii. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - iv. Establish appropriate procedures to safeguard and account for all contributions.

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A8 – Assurances Specific To This Agreement

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
- 4. Funds made available under this Agreement shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for OAAPS.
- 5. Funds made available under this Agreement shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

ARTICLE II. SUBCONTRACTS

The Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors, and awards contracts to the lowest responsible and responsive bidder(s).

- A. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to program participants, in the delivery of services, or in subcontractors' operations.
- B. The Contractor shall require all subcontracts to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it relates to services rendered.
- C. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE III. REPORTING PROVISIONS

- A. The Contractor shall submit reports to the State for all programs as follows on a format prescribed by CDA, and will assure that all submitted data is complete, accurate, and verifiable to the best of their knowledge.
 - 1. Quarterly, the Contractor shall electronically submit the following service level data elements for all programs:
 - a. Number of service units delivered

California Department of Aging

Contractor: Chico State Enterprises
 Agreement #: IF-2223-03
 Exhibit A8 – Assurances Specific To This Agreement

ARTICLE III. REPORTING PROVISIONS (Continued)

- b. Number of persons served
- c. Total expenditure amount
- d. Any additional reporting elements as specified for each program

2. The Contractor shall electronically submit data as instructed by CDA using the due dates as indicated below:

Table 1-Data Reporting Due Dates

Quarter	Reporting Period	Due Date
Quarter 1	July 1 – September 30	October 31
Quarter 2	October 1 – December 31	January 31
Quarter 3	January 1 – March 31	April 30
Quarter 4	April 1 – June 30	July 31

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

4. Fiscal Closeout Report

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package. CDA will transmit specific closeout instructions, including the Closeout Report due date, under separate cover.

B. Reporting requirements specific to OCNP/Intergenerational Activities

1. In addition to the data elements found in Section A, the contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

C. Reporting requirements specific to Family Caregiver Support Program

1. In addition to the data elements found in Section A, the contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

D. Reporting requirements specific to Dignity at Home Fall Prevention Program

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit A8 – Assurances Specific To This Agreement

ARTICLE III. REPORTING PROVISIONS (Continued)

1. In addition to the data elements found in Section A, the Contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

E. Reporting requirements specific to Legal Services

1. In addition to the data elements found in Section A, the Contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit B – Budget Details, Payment Provisions, and Closeout

**Exhibit B - Budget
Budget for Project Period**

Budget Display - Dignity at Home Fall Prevention

State of California California Department of Aging	Award #: IF-2223-03 Date: 7/1/2022 Page 1 of 1				
Exhibit B, Attachment 1 - Budget Display					
DIGNITY AT HOME FALL PREVENTION Budget Display					
Chico State Enterprises					
July 1, 2022 through December 31, 2024					
Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Dignity at Home Fall Prevention	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OFPL	\$238,200	\$0	\$238,200
Notes					
AAAs can utilize up to 10% of the funding for Administration. Expenditures must be reported in closeout by January 31, 2025.					

Budget Display – Older Californians Nutrition Program and Intergenerational Activities

State of California California Department of Aging	Award #: IF-2223-03 Date: 7/1/2022 Page 1 of 1				
Exhibit B, Attachment 2 - Budget Display					
OLDER CALIFORNIANS NUTRITION PROGRAM AND INTERGENERATIONAL ACTIVITIES Budget Display					
Chico State Enterprises					
July 1, 2022 through December 31, 2024					
Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Intergenerational Activities	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OC1L	\$100,999	\$0	\$100,999
Intergenerational Activities	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OC2L	\$338,126	\$0	\$338,126
TOTAL			\$439,125	\$0	\$439,125
Notes					
AAAs can utilize up to 10% (maximum) of the funding for Administration. Expenditures must be reported in closeout by January 31, 2025.					

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit B – Budget Details, Payment Provisions, and Closeout

Budget Display – Family Caregiving Support

State of California California Department of Aging	Award #: IF-2223-03 Date: 7/1/2022 Page 1 of 1				
Exhibit B, Attachment 3 - Budget Display					
FAMILY CAREGIVING SUPPORT Budget Display					
Chico State Enterprises					
July 1, 2022 through December 31, 2024					
Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Family Caregiving Support	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OFCL	\$60,890	\$0	\$60,890
Notes AAAAs can utilize up to 10% of the funding for Administration. Expenditures must be reported in closeout by January 31, 2025.					

Budget Display – Senior Legal Services

State of California California Department of Aging	Award #: IF-2223-03 Date: 7/1/2022 Page 1 of 1				
Exhibit B, Attachment 4 - Budget Display					
SENIOR LEGAL SERVICES Budget Display					
Chico State Enterprises					
July 1, 2022 through December 31, 2024					
Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Senior Legal Services	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OSLL	\$291,925	\$0	\$291,925
Notes AAAAs can utilize up to 10% of the funding for Administration. Expenditures must be reported in closeout by January 31, 2025.					

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit B2 – Budget Justification

**Exhibit B1
Budget Justification**

The Budget Justification will include the following items in this format.

Personnel

Name. Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as "to be determined" (TBD).

Role on Project. For all personnel by name, position, function, and a percentage level of effort (as appropriate), including "to-be-determined" positions.

See the approved (CDA 122) for IF-2223-03

Fringe Benefits.

In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fee remission for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.

55.32% CSU Chico and 47% Chico Enterprises negotiated with US DHHS

Travel

Itemize all travel requests separately by trip and justify in Exhibit B1, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

Mileage or fuel costs for staff and volunteers for meetings, trainings, client home visits, and other program purposes.

Materials and Supplies

Itemize materials supplies in separate categories. Include a complete justification of the project's need for these items. Theft sensitive equipment (under \$5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.

See the approved (CDA 122) for IF-2223-03

Equipment

List each item of equipment (greater than or equal to \$5,000 with a useful life of more than one year) with amount requested separately and justify each.

See the approved (CDA 122) for IF-2223-03

Consultant Costs

Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole.

Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

Expert trainers for staff, speakers for client education and outreach events.

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit B2 – Budget Justification

Subawardee (Consortium/Subrecipient) Costs

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B2 Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

Congregate and home-delivered nutrition, client transportation, and legal services providers.

Other Direct Costs

Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

Food costs for AAA direct nutrition services.

Rent

If the Scope of Work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

Off-site storage of program records, facilities rentals for community education events and remote provision of services to clients.

Indirect (F&A) Costs

Indirect costs are calculated in accordance with the budgeted indirect cost rate in Exhibit B.

10% MTDC as limited by the California Department to Aging

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit B2 – Subawardee Budgets

Exhibit B2 – Subawardee Budgets

Budget Pertaining to Subawardee(s) (when applicable)

N/A

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: IF-2223-03
Exhibit B3 – Invoice Elements

Exhibit B3 – Invoice Elements

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 of Exhibit C – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI (or their respective designees).

Invoicing frequency

Quarterly Monthly

Invoicing signature format

Ink Facsimile/Electronic Approval

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available¹

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
 - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
 - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period²

- University Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

¹ If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

² For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement, no later than December 31, 2024.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

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

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

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

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.
2. Financial Management Systems: The Contractor shall meet the following standards for its financial management systems:
 - a. Financial Reporting.
 - b. Accounting Records.
 - c. Complete Disclosure.
 - d. Source Documentation.
 - e. Internal Control.
 - f. Budgetary Control.
 - g. Cash Management (written procedures).
 - h. Allowable Costs (written procedures).

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Continued)

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

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

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Continued)

- i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
- ii. Some contracts may be reduced by a greater amount than others, and
- iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal funds shall be identified as non-match cash.
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as part of Exhibit B.
- B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:
 1. Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.
 2. Fringe Benefits
 3. Consultant costs – subcontract and consultant cost detail

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. Indirect costs - costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost
5. Rent
6. Supplies
7. Equipment/Property - detailed descriptions and total costs.
8. In State Travel - mileage reimbursement rate, lodging, per diem and other costs.
9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
- 10.
11. Training.
12. Other Costs - a detailed list of other operating expenses.
13. Specific to Fall Prevention: Purchased Fall Prevention Services –injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials, and labor costs, as stated in Exhibit A, Article II of this Agreement.
14. Specific to Family Caregiver Support: Purchased family caregiver support services as allowable under the Older Americans Act.
15. Specific to Senior Legal Services:
 - a. Purchased legal services as allowable under the Older Americans Act - legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.
 - b. Hiring incentive for Legal Services personnel.

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

No Program Income is required under the terms and conditions of this agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with the terms and conditions of this agreement.

C. Matching Contributions

No match is required under the terms and conditions of this agreement.

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

D. Administration

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

E. Equipment

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. To request approval for specific equipment items, requests with justifications shall be sent to cdaequipment@aging.ca.gov. Such items must also be included in Contractor's approved budgets. Please note an approved budget is not approval for equipment purchase.

F. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The original Contract budget is due electronically to the Contractor's CDA Local Finance Analyst no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.
- B. The final date to submit a revised budget shall be no later than sixty (60) days prior to the end of the Contract period unless otherwise specified by CDA.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Exhibit B above.

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

- D. Funds made available under this agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.
- E. Categorical Budget Transfers
The Contractor may transfer contract funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:
 - 1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total budget.
 - 2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such record shall include the date, amount, and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records of the Contractor.

ARTICLE V. PAYMENTS

The State shall reimburse Contractor with Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.
- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. Contractors shall notify CDA if they wish to be on a reimbursement or advanced payment.
 - 1. If Contractor requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.
 - 2. If Contractor requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.
- D. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- E. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE V. PAYMENTS (Continued)

F. Contractor shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

1. Expedite Fees

- a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
- b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.

G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

ARTICLE VI. CLOSEOUT

- A. Separate Financial Closeout Reports for Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services funding and the Program Property Inventory Certification (CDA 9024) shall be submitted when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.
- B. Final expenditures must be reported to CDA in accordance with the Budget Display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

California Department of Aging

Contractor: Chico State Enterprises
Agreement #: AP-2021-03
Exhibit C – University Terms and Conditions

Exhibit C – University Terms and Conditions

[*CMA \(AB20\) State/University Model Agreement Terms & Conditions UTC-220*](#)

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit D – Additional Requirements Associated with Funding Sources

**Exhibit D- Additional Requirements Associated with Funding Sources
(if applicable)**

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the below table must be completed by the State agency. (Please see sections 10.A and 10.B of the Exhibit C.)

State Agency to Complete (Required for Federal Funding Source):

Federal Agency	
Federal Award Identification Number	
Federal Award Date	
Catalog of Federal Domestic Assistance (CFDA) Number and Name	
Amount Awarded to State Agency	
Effective Dates for State Agency	
Federal Award to State Agency is Research & Development (Yes/No)	

University to Complete:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support Research & Development.

EXHIBIT D ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. "Cal. Gov. Code" means California Government Code.
7. "OMB" means the federal Office of Management and Budget.
8. "Cal. Pub. Con. Code" means the California Public Contract Code.
9. "Cal. Civ. Code" means California Civil Code
10. "Reimbursable item" also means "allowable cost" and "compensable item."
11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.
15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "OAA" means Older Americans Act.
18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. "Recoverable cost" means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

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

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

California Department of Aging

Contractor: Chico State Enterprises

Agreement #: IF-2223-03

Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE II. ASSURANCES (Continued)

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

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

1. **Equal Access to Federally-Funded Benefits, Programs and Activities**

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. **Equal Access to State-Funded Benefits, Programs and Activities**

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. **California Civil Rights Laws**

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The 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 USC 12101 et seq.]

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ARTICLE II. ASSURANCES (Continued)

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

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

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

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

G. Payroll Taxes and Deductions

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

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ARTICLE II. ASSURANCES (Continued)

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

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

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

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ARTICLE II. ASSURANCES (Continued)

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

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

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ARTICLE II. ASSURANCES (Continued)

2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

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ARTICLE II. ASSURANCES (Continued)

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

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

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

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE II. ASSURANCES (Continued)

P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

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

ARTICLE V. SUBCONTRACTS

A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.

B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.

C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE V. SUBCONTRACTS (Continued)

- F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- G. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- H. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 1. The Request for Proposal or Invitation for Bid.
 2. All bid proposals received.
 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

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ARTICLE V. SUBCONTRACTS (Continued)

M. The Contractor shall utilize procurement procedures as follows:

1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

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ARTICLE VI. RECORDS (Continued)

- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/thumb drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity,

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE VII. PROPERTY (Continued)

and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

F. Disposal of Property

- 1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE VII. PROPERTY (Continued)

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 1. For another CDA program providing the same or similar service.
 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

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ARTICLE VII. PROPERTY (Continued)

- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

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

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits Branch
2280 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

- a. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - b. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - c. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Contract resolution includes:

- a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
- b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
- c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:

- a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
- b. Records that identify adequately the source and application of funds for each federally funded activity.
- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
- d. Comparison of expenditures with budget amounts for each federal award.
- e. Written procedures to implement the requirements of 2 CFR 200.305.
- f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.
[2 CFR 200.302 and 45 CFR 75.302]
- g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
 - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and 45 CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE X. AUDIT REQUIREMENTS (Continued)

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

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ARTICLE XI. INSURANCE (Continued)

3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE XI. INSURANCE (Continued)

- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

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

B. Termination for Cause

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

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE XII. TERMINATION (Continued)

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

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

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE XII. TERMINATION (Continued)

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

D. Effective Date

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

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

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

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

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

G. In the Event of a Termination Notice

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

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE XIII. REMEDIES

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

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- i. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- ii. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE XVII. DEPARTMENT CONTACT (Continued)

B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVII INFORMATION INTEGRITY AND SECURITY

This section has been moved to Exhibit E in this UTC-220 form, but the numbering in this Exhibit has been preserved to match other AAA IF-2223 Agreements.

ARTICLE XIX COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

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

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.
[22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key

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Exhibit D – Additional Requirements Associated with Funding Sources

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.

[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

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Exhibit E – Special Conditions for Security of Confidential Information

Exhibit E – Special Conditions for Security of Confidential Information (if applicable)

If the Scope of Work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of Exhibit C.)

[the label below, ARTICLE XVII, is numbering preserved to match Exhibit D in all other AAA IF-2223 agreements]

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

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Exhibit E – Special Conditions for Security of Confidential Information

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aqing.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

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Exhibit E – Special Conditions for Security of Confidential Information

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

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Exhibit F – Access to State Facilities or Computing Resources

Exhibit F – Access to State Facilities or Computing Resources

(if applicable)

If the Scope of Work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 21 of Exhibit C.)

NOT APPLICABLE

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Agreement #: IF-2223-03

Exhibit G – Negotiated Alternate UTC Terms

Exhibit G – Negotiated Alternate UTC Terms (if applicable)

An alternate provision in Exhibit G must clearly identify whether it is replacing, deleting or modifying a provision of Exhibit C. The Order of Precedence incorporated in Exhibit C clearly identifies that the provisions on Exhibit G take precedence over those in Exhibit C.

While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate, or additional terms may be necessary. California Education Code §67327(b) allows for terms to be changed or added, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should not be noted in Exhibit C, but rather noted separately in Exhibit G.

The Provision 4. Liability below replaces Provision 4 Liability in Exhibit C, UTCs.

4. Liability

- A. The contracting CSU Auxiliary Organization (Auxiliary)³ shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Auxiliary, its respective officers, agents or employees.
- B. If the University⁴ provides funds to any third party ("Subawardee"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

³ *CSU Auxiliary Organization: A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 (5 CCR § 42500).*

⁴ *University, as defined in Exhibit C, University Terms and Conditions (UTC-MYY): The California State University campus or auxiliary or the University of California system, as represented by the specific campus identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.*

REPORT OF EXPENDITURES FOR OARR 3C1 SENIOR NUTRITION

PROVIDER NAME: **OCNP Senior Nutrition Congregate Meals**
SERVICE PROVIDED: **OCNP Senior Nutrition Congregate Meals**
MONTH/YEAR: **July 2023**

	Month Total	Year-to-Date
Meals		
Unduplicated Clients		

I hereby certify that to the best of my knowledge and belief this report is accurate and complete.

Name/Prepared By

Date

Name/Reviewed By

Date

Name/Reviewed By

Date

In signing below, I approve payment of this invoice and attest that the charges appear reasonable, and progress to date on this project is satisfactory and in keeping with the statement of work.

Authorized Signature (PI or PI's Delegate)

Date

REPORT OF EXPENDITURES FOR OARR 3C2 SENIOR NUTRITION

PROVIDER NAME: **OCNP Senior Nutrition Home-Delivered Meals**
SERVICE PROVIDED: **OCNP Senior Nutrition Home-Delivered Meals**
MONTH/YEAR: **July 2023**

	Month Total	Year-to-Date
Meals		
Unduplicated Clients		

I hereby certify that to the best of my knowledge and belief this report is accurate and complete.

Name/Prepared By

Date _____

Name/Reviewed By

Date

Name/Reviewed By

Date _____

In signing below, I approve payment of this invoice and attest that the charges appear reasonable, and progress to date on this project is satisfactory and in keeping with the statement of work.

Authorized Signature (PI or PI's Delegate)

Date

Provider Agency:**Program:** Older Californians Nutrition Program (OCNP)**Budget Period:** 1/1/2023 - 12/31/2023**Special Funds:** Older Adult Recovery and Resilience (OARR)**Indirect Allowed:** 10% Modified Total Direct Costs**Match Required:** No

Congregate Meals				
COST CATEGORY	Budgeted Costs	Activities		
		Meals	Program	
(1) Personnel	\$ -			
(2) Rent	\$ -			
(3) Equipment*	\$ -			
(4) Supplies	\$ -			
(5) Travel	\$ -			
(6) Training	\$ -			
(7) Other Costs (including food)	\$ -			
(8) TOTAL DIRECT COSTS	\$ -	\$ -	\$ -	
(9) Indirect Costs	\$ -	\$ -	\$ -	
(10) TOTAL COSTS	\$ -	\$ -	\$ -	

FUNDING CATEGORY	Budgeted Funds	Cash	In-Kind
(11) Non-Matching Funds	\$ -		
(12) Matching Funds	\$ -		
(13) Program Income	\$ -		
(14) OARR Funds	\$ -		
(15) TOTAL FUNDING	\$ -	\$ -	\$ -

Total Number of Congregate OARR Meals

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

Provider Agency:**Program:** Older Californians Nutrition Program (OCNP)**Budget Period:** 1/1/2023 - 12/31/2023**Special Funds:** Older Adult Recovery and Resilience (OARR)**Indirect Allowed:** 10% Modified Total Direct Costs**Match Required:** No

Home-Delivered Meals				
COST CATEGORY	Budgeted Costs	Activities		
		Meals	Program	
(1) Personnel	\$ -			
(2) Rent	\$ -			
(3) Equipment*	\$ -			
(4) Supplies	\$ -			
(5) Travel	\$ -			
(6) Training	\$ -			
(7) Other Costs (including food)	\$ -			
(8) TOTAL DIRECT COSTS	\$ -	\$ -	\$ -	
(9) Indirect Costs	\$ -	\$ -	\$ -	
(10) TOTAL COSTS	\$ -	\$ -	\$ -	

FUNDING CATEGORY	Budgeted Funds	Cash	In-Kind
(11) Non-Matching Funds	\$ -		
(12) Matching Funds	\$ -		
(13) Program Income	\$ -		
(14) OARR Funds	\$ -		
(15) TOTAL FUNDING	\$ -	\$ -	\$ -

Total Number of Home-Delivered OARR Meals

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

Area Agency on Aging, PSA 3 3C1 Services Budget AAA 3 122P (Oct. 2017)

AREA PLAN PROPERTY / EQUIPMENT JUSTIFICATION PROPERTY AUTHORIZATION BUDGET SUPPLEMENT AREA PLAN PROPER

TOTAL SUE

PROPERTY/EQUIPMENT JUSTIFICATION

CONTRACT NO.:

DATE:

PSA # 03



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Lindsay Fuchs, County Librarian

MEETING DATE: May 16, 2023

SUBJECT: Adopt **RESOLUTION** of the County Librarian authorizing the grant application, acceptance, and execution of the grant funds from the State of California for the Building Forward Library Facilities Improvement Program; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** of the County Librarian authorizing the grant application, acceptance, and execution of the grant funds from the State of California for the Building Forward Library Facilities Improvement Program; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

The importance of critical maintenance includes overall building integrity, safety concerns, financial concerns, and modernizing older buildings to better suit community and staff needs. In discussion with JD Moore and through repeated requests from staff and patrons, we have targeted several of the main concerns related to the Quincy and Portola library branches. (The two main concerns of the Chester library branch and several of the concerns for Quincy and Portola cannot be addressed through this specific grant application period or through this grant at all, including the necessary re-pavement of the Portola and Chester parking lots.) Of the remaining concerns:

- **Quincy ADA Doors:** Currently, there are two sets of heavy doors without automatic door openers. Our patrons with limited mobility and especially individuals in wheelchairs or with strollers often need to wait for staff or other patrons to help hold them open so they can maneuver through them. They are also heavy enough that they can be a struggle to hold open for patrons without mobility or disability concerns. Staff also struggle with the doors, including the primitive and difficult process needed to be able to unlock and lock them, as well as the reoccurring mechanism failure that results in additional difficulties. Replacing the doors with lighter ones that can include automatic door openers helps update the building for public use, modernizes the building to better fit with the Americans with Disabilities Act, and fixes security issues.
- **Portola ADA Doors:** We would be replacing one set of doors for the above reasons, though there is not the same locking difficulty and therefore security concerns at the Portola building.
- **Quincy & Portola new public bathroom flooring:** The public bathrooms have faced repeated water damage over the years, which has warped the floors to create safety/trip hazards as well as leaves an opening for potential underfloor damage which will require long-term and expensive repair.
- **Portola HVAC unit (replacement of unit):** We have already replaced two of three HVAC units needed at the Portola library due to the heat exchanger getting a crack that pushes the exhaust throughout the building rather than venting outside. The third unit is likely to have the same problem due to the age of the unit; replacing the last unit will provide relief for at least several years. We have had multiple years of issues getting the building and meeting room to the correct temperature, especially during snow and high temperature months, which is both a safety concern for patrons and staff and can potentially lead to other building damage that will need to be fixed.
- **Portola windows:** Currently, the windows have leaks that cost money to continually combat in heating/cooling the building.

Action:

This grant provides a perfect opportunity to off-set costs for necessary and critical repair at both library branches. Structural maintenance is also always cheaper when proactively addressing issues, all of which are long-standing concerns, as each project is likely to just increase in expenses and in new potential related required repairs if work is continually put off. While this grant or similar others may be available in the future, the current grant as it stands is not considered an annual grant we can apply for, and the available matching funding to decrease county costs is a unique and promising opportunity.

Fiscal Impact:

The grant requires a dollar-for-dollar local match. We are eligible but may not be granted the Level 2 LIPC match reduction of 75%, which would only require us to match 25% of the total funds we receive from the grant. Match funds are expended at the same rate as grant funds for all projects. The final costs for this project will depend on which projects you would like me to enter for the grant application, and which projects and how much funding is approved in the grant award. Based on the grant award, we will be able to minimize requested projects to decrease total costs for the full project list if necessary.

(Please see the attached Building Forward Library Facilities Improvement Program Grant – Fiscal Impact Chart for a more detailed cost breakdown of each project.)

The sub-applications are entered in separately based on facility and we can request up to a 10% grant administration cost and 10% contingency set aside per application if desired.

Attachments:

1. Building Forward Grant - Fiscal Impact Chart
2. Building Forward Grant Resolution

Building Forward Library Facilities Improvement Program Grant – Fiscal Impact Chart

Project	Quincy – ADA doors (both entrances)	Portola – ADA doors	Quincy – new public bathroom flooring	Portola – HVAC unit updated	Portola – windows updated	Portola – new flooring for the bathrooms	Totals
Assumed cost/grant award	\$50,000	\$25,000	\$6,100	\$10,000	\$65,000	\$10,000	\$166,100
County Portion (if we receive the 75% reduction)	\$10,000	\$5,000	\$1,220	\$2,000	\$13,000	\$2,000	\$33,220
County Portion (if we're required to do a dollar-to-dollar match.)	\$25,000	\$12,500	\$3,050	\$5,000	\$32,500	\$5,000	\$83,050
Fiscal Year expenditures would fall under	23/24FY	23/24FY	23/24FY	23/24FY	24/25FY	24/25FY	

RESOLUTION NO. 23-_____

A RESOLUTION OF THE COUNTY LIBRARIAN AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA FOR THE BUILDING FORWARD LIBRARY FACILITIES IMPROVEMENT PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the County Librarian, if selected, will enter into an agreement with the State of California to carry out the project;

WHEREAS, the County Librarian proposes to implement the Building Forward Library Facilities Improvement Program;

WHEREAS, the County Librarian has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the County Librarian intends to apply for grant funding from the California State Library for the Building Forward Library Facilities Improvement Program;

THEREFORE, BE IT RESOLVED by the County Librarian, with acknowledgement of Plumas County Library, as follows:

1. That pursuant and subject to all of the terms and provisions of the California Budget Act, the County Librarian is hereby authorized and directed to prepare and file an application for funding with the California State Library, and take such other actions necessary or appropriate to obtain grant funding.
2. The County Librarian is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.
3. The County Librarian is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.

4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board Meeting held on the 16th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kyle Hardee, Administrative Services Officer

MEETING DATE: May 16, 2023

SUBJECT: Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570 and #70580; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** to Amend the FY 2022-2023 County Personnel Allocation in the Budget Units 70570 (Behavioral Health) and 70580 (Alcohol & Drug) to increase the allocation of Behavioral Health Systems Analyst/Information Systems Technician by 1.0 FTE.

Background and Discussion:

The volume of state required program reporting has steadily increased over the past several years to the point that current staffing levels are no longer sufficient to comply with timely reporting. The amendment to the Behavioral Health Systems Analyst/Information Systems Technician job allocation is to increase the allocation from 1.75 FTE to 2.25 FTE in Department 70570 and from 0.0 FTE to 0.5 FTE for Department 70580. The position is funded in the 2022-2023 budget via savings from funded positions that remain unfilled to date. This position would be filled without the use of any General Fund monies.

Action:

Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570 and 70580 and authorize the Department Head of Human Resources to begin recruitment for the BH Systems Analyst position.

Fiscal Impact:

The position is funded in the 2022-2023 budget via savings from funded positions that remain unfilled to date. This position would be filled without the use of any General Fund monies.

Attachments:

1. Alloc Res Sys Anlays 5-16-23
2. REVISED CRITICAL STAFFING QUESTIONS Sys Analyst 5-16-23
3. BH Systems Analyst NS
4. Information Systems Technician NS 2017
5. PCBH Org Chart 5-16-2023

RESOLUTION NO. 2023- _____

**RESOLUTION TO AMEND FISCAL YEAR 2022/2023 POSITION ALLOCATION FOR BEHAVIORAL
HEALTH DEPARTMENT #70570 & 70580**

WHEREAS, Plumas County Personnel Rule 5.02 provides amendments to be made by resolution of the Fiscal Year 2022/2023 Position Allocation covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Position allocation; and

WHEREAS, the Behavioral Health Director has requested adding a BH Systems Analyst or Information Systems Technician adding 1.0 FTE to the position allocation; and

WHEREAS, the position is necessary in the daily operational needs of the Behavioral Health Department; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the County's Position Allocation to add a 1.0 FTE BH Systems Analyst or Information Systems Technician position allocated to 0.5 FTE BH Systems Analyst or Information Systems Technician position to the Behavioral Health Department #70570 and 0.5 FTE BH Systems Analyst or Information Systems Technician position to Behavioral Health Department #70580.

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

Approve the amendment to Fiscal Year 2022/2023 Position Allocation as follows:

<u>Behavioral Health Department #70570</u> BH Systems Analyst or Information Systems Technician	<u>Current FTE</u> 1.75	<u>Proposed FTE</u> 2.25
<u>Behavioral Health Department #70571</u> BH Systems Analyst or Information Systems Technician	<u>Current FTE</u> 0.20	<u>Proposed FTE</u> 0.20
<u>Behavioral Health Department #70575</u> BH Systems Analyst or Information Systems Technician	<u>Current FTE</u> 0.05	<u>Proposed FTE</u> 0.05
<u>Behavioral Health Department #70580</u> BH Systems Analyst or Information Systems Technician	<u>Current FTE</u> 0.00	<u>Proposed FTE</u> 0.50

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 16th day of May 2023, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill 1.0 FTE Behavioral Health Systems Analyst position.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the position is critical to the operation of the BH Department**
- Why is it critical that this position be filled at this time?
This position needs to be filled in order to continue to provide timely and accurate regulatory reporting to State agencies.
- How long has the position been vacant? **This is a new position**
- Can the department use other wages until the next budget cycle? **The position is funded in the 2022-2023 budget via savings from funded positions that remain unfilled to date**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style. This would increase the Quality Control Department for Plumas County to 3 employees. Most small counties have a Quality Control department 2 to 4 times larger than Plumas County.**
- What core function will be impacted without filling the position prior to July 1?
Timeliness of regulatory reporting to State agencies is already impacted by the staffing shortage in the Quality Control Department
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
Delay in the regulatory reporting could result in penalties or reduced funding.
- 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? **This position is funded by MediCal billing and Realignment sources. As such, funding is expected to remain stable. In the event of a considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.**
- 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? **This position does not rely on general fund support.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCBH has a reserve that would provide financial coverage if needed.**

BEHAVIORAL HEALTH SYSTEMS ANALYST**DEFINITION**

Under general supervision, the Health Information Systems Analyst efficiently uses health information technology (HIT) to support patient-centered care delivery; ensures electronic health record (EHR) implementation and optimization; utilizes quality improvement methodology, including workflow assessment and workflow redesign; ensures the efficient operation and integrity of automated information systems; analyzes, investigates and resolves computer-related problems; provides training and instruction on programs and procedures; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single level classification. Incumbents perform basic computerized information system helpdesk duties, implement EHR, ICD10 and EHR reporting modules for quality improvement and billing. This position requires excellent troubleshooting and decision-making skills, self-motivation and the use of sound judgment and discretion at all times. Incumbents may perform computer development, installation and maintenance work, with a high degree of independence.

REPORTS TO

Behavioral Health Quality Improvement / Compliance Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

None

BEHAVIORAL HEALTH SYSTEMS ANALYST – 2

EXAMPLES OF DUTIES:

- Acts as a consultant to health information technology (HIT) practices to assist in restructuring clinical and business workflows to optimize the implementation of HIT in these offices.
- Coordinates task-related efforts by creating, joining and/or leading supporting partnerships and facilitating ongoing discussions and initiatives with the appropriate stakeholders on comparable HIT restructuring and/or improvement efforts.
- Coordinates and shares information and resources (data, communications, hardware and software), avoiding duplication of efforts and resources, minimizing inconsistencies, reducing burden on the participants, and developing and deploying strategies that are cost effective and improve HIT utilization and efficiencies, cultural competencies and other related measures.
- Acts as a resource person for users by answering questions and resolving problems related to the use, application, and operation of automated information systems.
- Diagnoses problems to determine if the cause is due to the system, software, hardware or other source, and corrects them. Refers more difficult problems to appropriate personnel or vendors.
- Researches regulations, procedures and/or technical reference materials as necessary.
- Meets with staff regarding systems usage, improvements, modifications, maintenance, and operations needed for an efficient computer system.
- Recommends necessary hardware and software changes, and perform systems upgrades.
- Works with computer support personnel in identifying problems with the system, programs, PC's or printers.
- Documents and tracks system problems, and writes the reports on issues.
- Writes, or assists in writing and revising, procedures, instructional materials and staff development tools for system-related training.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

BEHAVIORAL HEALTH SYSTEMS ANALYST – 3

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Computer terminals.
- Microcomputer hardware and software.
- Desktop and network operating systems.
- Electronic health records software and systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- Work methods and techniques employed by department staff including documentation and reporting requirements.
- Terminology relating to computer software, hardware, and peripheral equipment.
- HIPAA and CFR 42 requirements for health information technology

Ability to:

- Evaluate and interpret automated information systems from a user perspective.
- Analyze departmental data system needs and requirements.
- Identify goals and objectives, and problems; examine alternatives; and, develop conclusions and recommendations.
- Implement solutions.
- Prepare clear and concise reports, documentation and other written materials.
- Read and comprehend written material on a wide variety of technical subjects.
- Coordinate with HER vendor and navigate related software systems.
- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot common failures.
- Identify, evaluate and research operational problems, make recommendations for change.
- Organize, prioritize, schedule, and coordinate workflow to meet production deadlines.
- Establish and maintain effective working relationships with all persons contacted during the course of work.
- Maintain confidentiality of information.
- Communicate clearly and concisely, both orally and in writing.

BEHAVIORAL HEALTH SYSTEMS ANALYST – 4

TRAINING AND EXPERIENCE

Four (4) years previous training and/or work experience with health information systems, clinical office workflow, HIT project management, computer hardware, software, and computerized information systems.

OR

A degree in MIS, computer science, engineering, or a healthcare discipline from an accredited four-year college or university.

SPECIAL REQUIREMENTS

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

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

INFORMATION SYSTEMS TECHNICIAN**DEFINITION**

Under close supervision, the Information Systems Technician ensures the efficient operation and integrity of automated information systems; analyzes, investigates and resolves computer-related problems; provides training and instruction on programs and procedures; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Information Systems Technician is a single level class. Incumbents provide basic computerized information system helpdesk support and training for users of computer systems. Incumbents perform computer installation, maintenance and repair work, with some guidance and supervision.

REPORTS TO

Division Program Manager or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None

INFORMATION SYSTEMS TECHNICIAN – 2

EXAMPLES OF DUTIES:

- Acts as a resource person for users by answering questions either by phone or in person and resolving problems related to the use, application and operation of automated information systems.
- Diagnoses problems to determine if the cause is due to the system, software, hardware or other source and corrects them. Refers more difficult problems to appropriate personnel or vendors.
- Sets up, monitors, installs and repairs computer hardware and installs software including state or federal provided operating systems, word processing, database, spreadsheet and other software.
- Writes or assists in writing and revising procedures, instructional materials and staff development tools for system related training.
- Trains system users on hardware and software usage; explains operating systems and provides on-going support for department staff; may provide training on specific statewide automated systems utilized by assigned department.
- Researches regulations, procedures and/or technical reference materials as necessary.
- Meets with staff regarding systems usage, improvements, modifications, maintenance and operations needed for an efficient computer system.
- Works with computer support personnel in identifying problems with the system, programs, PC's or printers. Documents and tracks system problems and writes the reports on issues. Recommends necessary hardware and software changes; and performs system upgrades.
- Authorizes system access to new users, assigns users a profile and password.
- Performs related duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.

INFORMATION SYSTEMS TECHNICIAN – 3

Knowledge of:

- Operating principles and characteristics of personal computer hardware and software systems.
- Concepts and terms applicable to state-of-the-art information systems.
- Basic principles of local area network systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- Work methods and techniques employed by department staff including documentation and reporting requirements.
- Terminology relating to computer software, hardware and peripheral equipment.

Ability to:

- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot personal computer hardware and software problems.
- Analyze user problems, evaluate alternatives and reach sound conclusions.
- Identify, evaluate and research operational problems, and makes recommendations for change.
- Organize, prioritize, schedule, and coordinate workflow to meet production deadlines.
- Establish and maintain effective working relationships with all persons contacted during the course of work.
- Maintain confidentiality of information.
- Write and maintain logs of work performed and actions taken to solve information system problems in a clear and concise manner.
- Communicate clearly and concisely, both orally and in writing.

Training and Experience:

Qualifications needed for this position:

Two (2) years full-time experience or formal education/training in the operation of computers and peripheral equipment in an information systems environment that includes the troubleshooting of personal computer hardware, software and peripheral equipment problems.

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

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

Plumas County Behavioral Health Department

Organizational Chart
May 2023

