***Board of Supervisors***

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

**AGENDA FOR REGULAR MEETING**
**JULY 11, 2023 TO BE HELD AT 10:00 AM**
**IN THE BOARD CHAMBERS LOCATED AT 520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

**www.countyofplumas.com**

**AGENDA**

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

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

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

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

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

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

**Live Stream of Meeting**

Members of the public who wish to watch the meeting are encouraged to view it LIVE ONLINE

**ZOOM Participation**

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

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

**Public Comment Opportunity/Written Comment**

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

**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. **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. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in June of 2023, as submitted. **View Item**

### B. PUBLIC HEALTH AGENCY

1) Approve and authorize the Chair to ratify and sign (2) two Agreements between Plumas County Public Health Agency and Great Northern Services; to provide services for the Ryan White PARTB and PARTC Programs for Fiscal Year 2023-2024; effective April 1, 2023; not to exceed amounts PARTB $61,119.00 and PARTC $27,750.00; no impact to the General Fund; approved as to form by County Counsel. **View Item**
2) Approve and authorize the Chair to ratify and sign (2) two Agreements between Plumas County Public Health Agency and Rhonda Lee Brown, RN; to provide services for the Ryan White PARTB and PARTC Programs for Fiscal Year 2023-2024; effective April 1, 2023; not to exceed amounts PARTB $9,124.00 and PARTC $5,350.00; no impact to the General Fund; approved as to form by County Counsel. **View Item**
3) Approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY23/24 from the Department of Veterans Affairs. **View Item**
4) Approve and authorize the Chair to ratify and sign two (2) Memorandum of Understanding's between the First 5 Plumas County Children and Families Commission (First 5) and the Plumas County Public Health Agency (PCPHA);First 5 to provide funding to PCPHA for the Family First Home Visiting Program and Home Visiting Data Management; effective July 1, 2023; no impact to the General Fund; approved as to form by County Counsel. **View Item**

### C. PUBLIC WORKS

1) Approve and authorize the Public Works/Road Department to recruit and fill; funded and allocated, 1.0 FTE Road Maintenance Worker I/II position in the Greenville Maintenance District. **View Item**

### D. SOCIAL SERVICES DEPARTMENT

1) Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and Evident Change for Internet Access to SafeMeasures®.; effective July 1, 2023; not to exceed $14,806.00 for a 2-year term (no general fund impact); approved as to form by County Counsel. **View Item**

### E. PLANNING

1) Approve and authorize Chair to sign letter to State Department of Housing & Community Development delegating designee authority to County Administrative Officer and Planning Director under CV2-3 Dragonfly Cafe (20-CDBG-CV2-3-00299) and Small Business Assistance (20-CDBG-CV2-3-00376) Grant Programs for County of Plumas as approved by Resolution No. 21-8629 and Resolution No. 22-8653. **View Item**

### F. HUMAN RESOURCE DEPARTMENT

1) Adopt **RESOLUTION** to adopt Plumas County Pay Schedule. **View Item**

## 3. DEPARTMENTAL MATTERS

### A. PLUMAS COUNTY ELECTIONS - Marcy DeMartile

1) Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Prattville-Almanor Fire Protection District for emergency medical services, fire protection and prevention, and hazardous material response; discussion and possible action. **Roll call vote View Item**

2) Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Plumas Eureka Community Services District for fire protection and emergency medical response services, including fire prevention and suppression, rescue and other services; discussion and possible action. **Roll call vote View Item**

3) Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Chester Public Utility District for fire and emergency medical services; discussion and possible action. **Roll call vote View Item**

### B. PUBLIC HEALTH AGENCY - Dana Loomis

1) Approve and authorize the Public Health Agency to schedule an employee(s) workweek to four ten-hour days or an alternative schedule(s), pursuant to the Plumas County Personnel Rules and clarifications. Upon Board authorization, and with the agreement of affected employee(s), employee(s) work a four-ten-hour-day work week or alternative schedules as presented. If authorized by the Board, a list of affected employees will be provided to the Auditor and Human Resources; discussion and possible action. **View Item**

### C. SHERIFF - Todd Johns

1) Approve and authorize the Sheriff to recruit and fill an Extra Help Animal Shelter Attendant position (no end date). To assist with consistently low staffing levels; discussion and possible action. **View Item**

### D. DISTRICT ATTORNEY'S OFFICE - David Hollister

1) Approve and authorize a Supplemental Budget Request in the amount of $128,291 for the Alternative Sentencing Program for FY 2022-23; discussion and possible action. **Four/ fifths roll call vote View Item**

### E. BEHAVIORAL HEALTH - Sharon Sousa

1) Approve and authorize the Interim Director of Behavioral Health to accept the lowest bid of three solicited bids, $105,147.75 from Quincy Auto Company for the purchase of three 2023 Honda CR-V All Wheel Drive. Behavioral Health is requesting to replace three vehicles lost in the Dixie Wildfire on August 4, 2021. Trindell Insurance Company will reimburse Behavioral Health once the purchase is made. The replacement estimate has been approved in the 2022/2023 budget. Requesting the Board of Supervisors authorize Sharon Sousa, the Interim Director of Behavioral Health, to sign the associated paperwork. **View Item**

### F. RISK MANAGEMENT - Travis Goings

1) Approve and adopt revised Injury and Illness Prevention Program (IIPP); Revised 4/26/23; approved as to form by County Counsel. **View Item**

### G. PUBLIC WORKS - SOLID WASTE - John Mannle

1) **10:00 AM - TIME CERTAIN PUBLIC HEARING:**
Adopt a **RESOLUTION** establishing a revised fee schedule for collection and related solid waste services for Franchise Service Area No. 1 (Operated by Feather River Disposal); Approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**

2) Adopt a **RESOLUTION** establishing a revised fee schedule for collection and related solid waste services for Franchise Area No. 2 (Operated by Intermountain Disposal), approved as to form by County Counsel; discussion and possible action. **Roll call vote** **View Item**

**H. COUNTY COUNSEL** - Gretchen Stuhr

1) Adopt a **RESOLUTION** of the Board of Supervisors of the County of Plumas, State of California, calling and giving Notice of the Holding of a Special Election Consolidated with the Election on November 7, 2023 for the Submission of whether Formation of the Beckwourth Peak Protection District shall be approved, a Special Tax Levied and Board of Directors Elected for such District; approved as to form by County Counsel; discussion and possible action. **Roll call vote** **View Item**

## 4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report for June 2023 **View Item**

## 5. BOARD OF SUPERVISORS

A. Accept letter of resignation from Heidi White, Plumas Clerk of the Board, effective July 31, 2023, and direct Human Resources to begin recruitment to fill the position; discussion and possible action. **View Item**

B. Approve and authorize the Chair to sign a letter of supporting the application of United Way of Northern California (UWNC) - in partnership with Plumas Rural Services (PRS) -for assignment of the 2-1-1 dialing code in Plumas County; discussion and possible action. **View Item**

**C. APPOINTMENTS**

1) Appoint James Willson, and re-appoint Dwight Ceresola, Rachelle Hine, Kendra Fredricksen and Neal Caiazzo to the First 5 Plumas County Children and Families Commission; for the 2023 - 2025 two year term as recommended; discussion and possible action. **View Item**

2) Appoint Sara James as Interim County Counsel; discussion and possible action.

**D. CORRESPONDENCE**

E. **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. **Time Certain 1:00 PM -** Public employee appointment or employment – Director of Behavioral Health

C. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; 204 Ann Street, Greenville, CA., APN 100-061-002; 120 Bidwell St., Greenville, CA., APN 110-062-008.

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, July 18, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

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

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|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Heidi White, Clerk of the Board** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve the Meeting Minutes for all meetings held in June of 2023, as submitted.** |

**Recommendation:**
Approve the attached Board of Supervisors Meeting Minutes for the month of June 2023 as submitted.

**Background and Discussion:**
N/A

**Action:**

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

**Fiscal Impact**:

N/A

**Attachments:**
1. Meeting Minutes 06-06-2023
2. Meeting Minutes 06-13-2023
3. Meeting Minutes 06-20-2023
4. Special Meeting Minutes 06-30-2023

**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

# MEETING MINUTES

## ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 6, 2023

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## STANDING ORDERS

**Live Stream of Meeting**
Members of the public who wish to watch the meeting are encouraged to view it LIVE ONLINE

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

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

## CALL TO ORDER

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

## PLEDGE OF ALLEGIANCE

Chair Ceresola led the Pledge of Allegiance.

## ADDITIONS TO OR DELETIONS FROM THE AGENDA

**Motion:** Due to meeting schedules and calendar conflicts, add the following item as an urgency item: Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on June 20, 2023.
**Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

**Motion:** Approve pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; and recommendation to continue the emergency and bring it back within 30 days, on June 20, 2023.
**Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## 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.

In Pastor George Tarleton's absence, Chair Ceresola read the prayer for the County provided by pastor Tarleton.

Clint Koble thanked the board for allocating ARPA Grant Funds for small businesses and non-proffits, and requested that the Board provide additional ARPA funds to the small business community.

Carrie Curtis spoke in support of the recommended new fire district formation and the proposed tax sharing measure.

Kim Darnell presented the Board with a story/ coloring book that was developed to help children cope with traumatic events (like the Dixie Fire).

Melodie Sylvia spoke regarding her concerns about the lack of progress with the Pentamation, Tyler Munis transition and implementation.

Ava Hagwood spoke regarding her work in the Child Welfare Services, her recent graduation, and the offer of employment she will be accepting, She continued to advocate for wage increases for County employees.

Chandler Peay, provided public comment about concerns regarding the accuracy of the information in the letter that Chair Ceresola read in response to criticism.

Sharon, on zoom commented in opposition to the proposed asphalt plant to be located in Delleker for the State Route 70 repair project.

Josh Hart of Feather River Action commented in opposition to the proposed asphalt plant to be located in Delleker for the State Route 70 repair project.

Heidi on zoom commented in opposition to the proposed asphalt plant to be located in Delleker for the State Route 70 repair project.

## DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Todd Johns provided a brief report on his department's hiring and staffing updates.

Tracey Ferguson, Planning Director, provided an update to the board regarding a recent resignation in her department, staffing, and recruitment challenges. She provided an update on the Loan/grant program for micro-businesses and non-profit organizations.

## ACTION AGENDA

### 1. UPDATES AND REPORTS

#### A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

#### B. US FOREST SERVICE - US FOREST SERVICE

Report and update.

Joe Hoffman updated the Board on the opening of the Campgrounds and Recreation Forestry lands. Chris Carlton also provided an update regarding scheduled upcoming and ongoing projects.

#### 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 member, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

**Motion:** Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### A. ASSESSOR'S OFFICE

1) Approve and authorize the County Assessor to recruit and fill, funded and allocated; 1.0 FTE Appraiser III position; vacancy due to resignation.

### B. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and the County of Butte for acute psychiatric inpatient care for FY 2023/2024; not to exceed $50,000.00; does not impact the general fund; approved as to form by County Counsel.
2) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a psychiatric rehabilitation center that covers a large demand for mental health wellness and recovery services for FY 2023/2024; not to exceed $165,000.00; does not impact the general fund; approved as to form by County Counsel.
3) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and North Valley Behavioral Health, a psychiatric health facility providing crisis stabilization services for for FY 2023/2024; not to exceed $200,000.00; does not impact the General Fund; approved as to form by County Counsel.
4) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Willow Glen Care Center, a psychiatric rehabilitation facility for adults and elderly individuals with acute psychiatric conditions for FY 2023/2024; not to exceed $600,000.00; approved as to form by County Counsel.
5) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and SmithWaters Group to provide service recipients and providers education regarding mental health law and patients' rights; effective May 1, 2023; not to exceed $24,000.00; no impact on the General Fund; approved as to form by County Counsel.
6) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Joseph Schad, D.O. to provide Medical Direction for Substance Use Disorder and Medication Assisted Treatment for FY 2023/2024; not to exceed $20,000.00; no impact on General Funds; approved as to form by County Counsel.
7) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Restpadd-Redding to provide rehabilitation services to individuals experiencing acute psychiatric conditions, covering fiscal years 2023/2024, and 2024/2025; not to exceed $300,000.00 (no impact to the General Fund); approved to form by County Counsel.
8) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Restpadd-Red Bluff to provide rehabilitation services to youth and adult individuals experiencing acute psychiatric conditions, covering fiscal years 2023/2024, and 2024/2025; not to exceed $400,000.00 (no impact to the General Fund); approved to form by County Counsel.

### C. CLERK OF THE BOARD

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

## D. COUNTY COUNSEL

1) Adopt a **RESOLUTION** approving conflict of interest codes adopted of amended by Local Districts and Agencies in Plumas County; approved as to form by County Counsel

**Motion:** Adopt**RESOLUTION No. 23-8791** approving conflict of interest codes adopted or amended by Local Districts and Agencies in Plumas County.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## E. ENVIRONMENTAL HEALTH DEPARTMENT

1) Adopt a **RESOLUTION** authorizing the submittal of the solid waste Local Enforcement Agency (LEA) Grant for five (5) years to include FY 2023-2024 through FY 2028-2029 and authorize the Interim Director of Environmental Health to sign various assurances as the Board's designee; approved as to form by County Counsel.

**Motion:** Adopt **RESOLUTION No. 23-8792** authorizing the submittal of the solid waste Local Enforcement Agency (LEA) Grant for five (5) years to include FY 2023-2024 through FY 2028-2029 and authorize the Interim Director of Environmental Health to sign various assurances as the Board's designee.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## F. FACILITY SERVICES

1) Approve and authorize the Chair to sign an Agreement between Facility Services & Airports and DBT Transportation, LLC for inspection and maintenance of the Automated Weather Observation System (AWOS) at each of Plumas County's 3 airports. This is an FAA requirement; not to exceed $22,151.00 with no impact on the General Fund; approved as to Form by County Counsel.

## G. FAIR

1) Approve and authorize the Chair to sign an Agreement between the Plumas -Sierra County Fair and Adam Jones for a grandstand act at the 2023 Plumas Sierra County Fair, for FY 2023/2024; not to exceed $12,000.00; approved as to form by County Counsel.

## H. PUBLIC HEALTH AGENCY

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health Agency and John Oravetz, to provide technical support and assistance services to Plumas County Public Health Agency Ryan White Programs; effective February 1, 2023; not to exceed $9,000.00; no impact to the General Fund; approved as to form by County Counsel.
2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Mark Satterfield, M.D., to perform the duties of a County Health Officer/Medical Director for the Public Health Agency for FY 2023/2024; not to exceed $90,000.00; does not impact the General Fund; approved as to form by County Counsel.
3) Adopt a **RESOLUTION** to accept and approve an Amendment to subcontract number AP-2223-03 from Chico State Enterprises to accept funding in the amount of $34,221.00, and authorize the director of Public Health to sign; (no impact on the general fund); approved as to form by County Counsel.

**Motion:** Adopt **RESOLUTION No. 23-8793** to accept and approve an Amendment to subcontract number AP-2223-03 from Chico State Enterprises to accept funding in the amount of $34,221.00, and authorize the director of Public Health to sign; (no impact on the general fund).
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

4) Approve and authorize the Department of Public Health to recruit and fill, one (1) extra-help Assistant Cook position for the Senior Services program at the Portola site, vacancy due to resignation; no impact to the general fund.

5) Adopt a **RESOLUTION** to amend Fiscal Year 2022-2023 Plumas County position allocation for the Public Health Agency to add a 1.00 FTE position to the Health Education Series in Budget Unit 70560, and authorize Human Resources to recruit and fill the position; no impact to the general fund; approved as to form by County Counsel; discussion and possible action.

**Motion:** Adopt **RESOLUTION No. 23-8794** to amend Fiscal Year 2022-2023 Plumas County position allocation for the Public Health Agency to add a 1.00 FTE position to the Health Education Series in Budget Unit 70560, and authorize Human Resources to recruit and fill the position; no impact to the general fund.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

6) Adopt a **RESOLUTION** to accept and approve a grant awarded by the California Department of Public Health in the amount of $567,056.00; does not impact the general fund; approved as to form by County Counsel.

**Motion:** Adopt **RESOLUTION No. 23-8795** to accept and approve a grant awarded by the California Department of Public Health in the amount of $567,056.00.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

7) Adopt a **RESOLUTION** to approve and accept funding for agreement CHVP SGF EXP 22b-32 from the California Department of Public Health, Maternal, Child and Adolescent Health, for period July 1, 2022 through June 30, 2023, in the amount of $403,929.00; does not impact the general fund; approved as to form by County Counsel.

**Motion:** Adopt **RESOLUTION No. 23-8796** to approve and accept funding for agreement CHVP SGF EXP 22b-32 from the California Department of Public Health, Maternal, Child and Adolescent Health, for period July 1, 2022 through June 30, 2023, for the amount of $403,929.00.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

8) Adopt a **RESOLUTION** to accept Subaward Number A23-0057-S003 from Chico State Enterprises in the amount not to exceed $119,490.00 and authorize the Director of Public Health to sign; does not impact general fund; approved as to form by County Counsel.

**Motion:** Adopt **RESOLUTION No. 23-8797** to accept Subaward Number A23-0057-S003 from

Chico State Enterprises in the amount not to exceed $119,490.00 and authorize the Director of Public Health to sign.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

9) Adopt a **RESOLUTION** to approve and accept the California Public Health Workforce Career Ladder Education and Development (PH-Career Ladder) Grant awarded by the California Department of Public Health, grant funding period is Fiscal Year 2022-2023 to 2025-2026, in the amount of $50,032.00; does not impact the general fund; approved as to form by County Counsel.

**Motion:** Adopt **RESOLUTION No. 23-8798** to approve and accept the California Public Health Workforce Career Ladder Education and Development (PH-Career Ladder) Grant awarded by the California Department of Public Health, grant funding period is Fiscal Year 2022-2023 to 2025-2026, in the amount of $50,032.00; does not impact the general fund; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

10) Approve and authorize the Director of Public Health to recruit and fill (1) one Extra-Help Administrative Services Officer position; no impact on the general fund.

## I. SHERIFF

1) Approve and authorize the Chair to sign an Agreement between Plumas County Sheriffs' Department and Dale Harris, DDS to provide dental services for the Plumas County Correctional Facility for FY 2023/2024, not to exceed $60,000.00; approved as to form by County Counsel.
2) Approve and authorize the Board Chair to sign an Agreement between the Plumas County Sheriffs' Department and Joseph Schad, D.O. to act as the Medical Director for the Plumas County Correctional Facility for FY 2023/2024; not to exceed $178,000.00 dollars; approved as to form by County Counsel.
3) Approve and authorize the Chair to sign an Agreement between the Sheriff's Office and Feather River Physicians to provide medical services for the Correctional Facility for FY 2023/2024; not to exceed $102,300.00; approved as to form by County Counsel.

## J. SOCIAL SERVICES

1) Approve and authorize the Chair to sign an Agreement between Plumas County Social Services Department and RSH INC., dba Curran Tire Center for vehicle maintenance and repair for FY 2023-2024; not to exceed $20,000.00 (no general fund impact); approved as to form by County Counsel.
2) Approve and authorize the Chair to sign an Agreement between Plumas County Social Services Department and Plumas Rural Services for CalWORKs Child Care services for FY 2023-2024; not to exceed $233,129.00 (no general fund impact); approved as to form by County Counsel.
3) Approve and authorize the Chair to sign an Agreement Between Plumas County Social Services Department and Plumas Rural Services for family therapy services provided to children and their families who are in the Child Welfare system for FY 2023/2024; not to exceed $50,000.00 (No general fund impact); approved as to form by County Counsel.
4) Approve and authorize the Chair to sign an Agreement between the Department of Social Services and Plumas Rural Services for case management services provided to CalWORKs TANF eligible recipients who have alcohol and drug conditions that are barriers to seeking and accepting work for FY 2023/2024; not to exceed $28,600.00 (no general fund impact); approved as to form by County Counsel.

5) Approve and authorize the Chair to sign an Agreement between Plumas County Social Services and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth for FY 2023/2024; not to exceed $58,416.00 (no general fund impact); approved as to form by County Counsel.

6) Approve and authorize the Chair to sign an Agreement between the Department of Social Services and Plumas Rural Services for Nurturing Parenting classes offered to parents of children who are in the Child Welfare system for FY 2023-2024; not to exceed $17,200.00 (no general fund impact); approved as to form by County Counsel.

7) Approve and authorize the Chair to sign an Agreement between the Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system for FY 2023-2024; not to exceed $56.000.00 (no general fund impact); approved as to form by County Counsel.

**K. DEPARTMENT OF PUBLIC WORKS**

1) Approve and authorize the Director of Public Works/Road Department to recruit and fill, funded and allocated; 1.0 FTE Road Maintenance Worker I/II position in the Beckwourth Maintenance District.

2) Approve and authorize the Chair to sign Amendment A to Amendment No. 12 of the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project"; not to exceed $11,173.54; approved as to form by County Counsel.

**L. SOLID WASTE**

1) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and Feather River Disposal, authorizing Plumas County Public Works Department to reimburse Feather River Disposal for expenses incurred from hosting Tire Amnesty Days events through June 30, 2024; not to exceed $20,000.00 (no impact to the General Fund); approved as to form by County Counsel.

**M. COUNTY CLERK RECORDER REGISTRAR**

1) Accept Certification of Election Results for the May 2, 2023 West Almanor Community Services District Special Tax Election.

**N. AUDITOR CONTROLLER**

1) Authorize Auditor Controller to allow extra help employees to work more than 29 hours per week for the months of June and July; not to exceed 1560 hours per 12-month period from November 1, 2022 - October 31. 2023.

## 3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

**A. ADJOURN AS THE PLUMAS COUNTY BOARD OF SUPERVISORS AND CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT GOVERNING BOARD.**

1) Adopt a **RESOLUTION** accepting an Agreement from the state of California Department of Water Resources (DWR) for reimbursement of personnel and equipment related to the Salmon Study; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8799** accepting an Agreement from the state of California Department of Water Resources (DWR) for reimbursement of personnel and equipment related to the Salmon Study.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**B. ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT GOVERNING BOARD AND RECONVENE AS THE PLUMAS COUNTY BOARD OF SUPERVISORS.**

## 4. DEPARTMENTAL MATTERS

### A. AGRICULTURAL/WEIGHTS & MEASURES - Willo Vieira

1) Authorize supplemental budget transfers totaling $21,206.00 as follows: $11,650.00 from State Aid for Agriculture account 44180 into Fixed Asset account 542600 for fixed asset purchase of Probwell Electric Meter Testing Device ; $1,580.00 from State Aid for Agriculture account 44180 into 524300 Small tool/ Instrument for an Electric Air Compressor; $6,256.00 from State Aid for Agriculture account 44180 into 521800 Office Expense for Projector and Computer Equipment; $1,720.00 from State Aid for Agriculture account 44180 to 520940 Safety; and approve and authorize fixed asset purchase of $11,650.00 for Probewell Electric Meter Testing Device; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Authorize supplemental budget transfers totaling $21,206.00 as follows: $11,650.00 from State Aid for Agriculture account 44180 into Fixed Asset account 542600 for fixed asset purchase of Probwell Electric Meter Testing Device ; $1,580.00 from State Aid for Agriculture account 44180 into 524300 Small tool/ Instrument for an Electric Air Compressor; $6,256.00 from State Aid for Agriculture account 44180 into 521800 Office Expense for Projector and Computer Equipment; $1,720.00 from State Aid for Agriculture account 44180 to 520940 Safety; and approve and authorize fixed asset purchase of $11,650.00 for Probewell Electric Meter Testing Device.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### B. BEHAVIORAL HEALTH - Sharon Sousa

1) Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation to add 1.0 FTE Behavioral Health Systems Analyst or Information Systems Technician to Department #70570 and #70580; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8800** to amend the Fiscal Year 2022/2023 position allocation to add 1.0 FTE Behavioral Health Systems Analyst or Information Systems Technician to Department #70570 and #70580.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve and authorize no contract payment of $1109.79, to Sutter-Yuba Behavioral Health for addiction treatment services; discussion and possible action.

**Motion:** Approve and authorize no contract payment of $1109.79, to Sutter-Yuba Behavioral Health for addiction treatment services.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**C. COUNTY COUNSEL** - Gretchen Stuhr

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; discussion and possible action.

This matter was moved to the June 13, 2023 Board of Supervisors Meeting.

**D. 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**

**Motion:** Adopt **RESOLUTION No. 23-8801** 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.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve the MOU with Plumas Unified School District to continue to operate the Greenville Library out of the Greenville High School for 23/24FY; approved as to form by County Counsel.

**Motion:** Approve the MOU with Plumas Unified School District to continue to operate the Greenville Library out of the Greenville High School for 23/24FY.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**E. PUBLIC HEALTH AGENCY** - Dana Loomis

1) 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**

**Motion:** Adopt**RESOLUTION No. 23-8802** 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.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.

**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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

1) Presentation by Sheriff Todd Johns on the Sheriff's Office hiring background process.

2) Approve and authorize fixed asset purchase of five (5) Motorola mobile radios, for a total amount not to exceed $33,326.00 from 70386-542200; discussion and possible action. **Roll call vote**

**Motion:** Approve and authorize fixed asset purchase of five (5) Motorola mobile radios, for a total amount not to exceed $33,326.00 from 70386-542200.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**G. PLANNING DEPARTMENT** - Tim Evans

1) **10:00 AM. Continued Public Hearing:** Adopt an **ORDINANCE**, of the County of Plumas, State of California, first introduced on April 18, 2023, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 - "Prime Opportunity Areas"; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Tracey Ferguson, Planning Director, provided an update, and a recap of activities, and provided the board with a staff recommendation.

Board Chair Ceresola opened the Public Hearing and opened the floor to public comment.
- Tina Marie provided public comment in opposition to the proposed Ordinance
Hearing no other Public Comment -The Chair brought the matter back to the Board for discussion and possible action.

The Planning Director provided a brief recap, and addressed the comments from the public.
Board and staff discussion followed.

The Planning Director closed with the Staff recommendation that the board adopt the Ordinance.

**Motion:** Adopt **ORDINANCE No. 2023-1148** of the County of Plumas, State of California, first introduced on April 18, 2023, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 - "Prime Opportunity Areas".
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion by split vote (**summary:** Yes = 4 No = 1).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
**No:** Supervisor - District 5 Engel.

2) **10:30 AM. PUBLIC HEARING:** Introduce and waive the first reading of an **ORDINANCE**, General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change; GPA 8-21/22-01, approved as to form by County Counsel; **Roll call vote**

Tracey Ferguson, Planning Director, provided an update, and a recap of activities, and provided the board with a staff recommendation.

Board Chair Ceresola opened the Public Hearing and opened the floor to public comment.

No public comment:

the Planning Director provided a brief recap and requested that the board waive the first reading and continue the Public Hearing to June 13, 2023 for adoption.

The Chair brought the matter back to the Board for discussion and possible action.

**Motion:** The **ORDINANCE**, General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change; GPA 8-21/22-01, is read and continued to June 13, 2023 for adoption.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**H. <u>SOLID WASTE</u>** - John Mannle

1) **Time Certain Public Hearing at 11:00 A.M.:**
Receive a report from the Department of Public Works Solid Waste Division and recommendations from the Solid Waste Task Force, pertaining to the proposed rate increase of 9.08% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Chester, Greenville, and LaPorte) located in Franchise Area No. 1, operated by Franchise Contractor USA Waste of California, Inc., dba Feather River Disposal (FRD).

Consider Adoption of proposed **RESOLUTION** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Quincy, Chester, Greenville, and LaPorte; Franchise Contractor Service Area No. 1, (rate increase of 9.08%); discussion and possible action. **Roll call vote**

John Mannle, Director of Public Works, gave a brief overview of the Proposition 13 process. Sean Graham, Solid Waste Manager, followed up with a brief report regarding the Proposed Rate Increase, and the Solid Waste Task Force recommendation pertaining to the proposed 9.08% at the TransferStations in Franchise Area 1.

1. Chair Ceresola Opened the Public Hearing, and opened the floor to Public Comment.

2.No public comment was given

3. Chair Ceresola closed the public Hearing and brought the matter back to the Board for discussion and possible action.

4. following a Board and Staff discussion, there was a motion on the floor

**Motion:** Adopt **RESOLUTION No. 23-8803** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Quincy, Chester, Greenville, and LaPorte; Franchise Contractor Service Area No. 1, (rate increase of 9.08%).
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) **Time Certain Public Hearing 11:30 A.M.:**
Receive a report from the Department of Public Works Solid Waste Division and recommendations from the Solid Waste Task Force, pertaining to the proposed rate increase of 10.37% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker and Graeagle) located in Franchise Area No. 2, operated by Intermountain Disposal (IMD).

Consider Adoption of proposed **RESOLUTION** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Delleker and Graeagle; Franchise Contractor Service Area No. 2, (rate increase of 10.37%); discussion and possible action. **Roll call vote**

John Mannle, Director of Public Works, gave a brief overview of the Proposition 13 process. Sean Graham, Solid Waste Manager, followed up with a brief report regarding the Proposed Rate Increase, and the Solid Waste Task Force recommendation pertaining to the proposed 10.37% at the TransferStations in Franchise Area 2.

1. Chair Ceresola Opened the Public Hearing, and opened the floor to Public Comment.
2.No public comment was given
3. Chair Ceresola closed the public Hearing and brought the matter back to the Board for discussion and possible action.
4. a motion followed

**Motion:** Adopt **RESOLUTION No. 23-8804** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Delleker and Graeagle; Franchise Contractor Service Area No. 2, (rate increase of 10.37%).
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

3) Approve and authorize the Chair to sign a Memorandum of Understanding (MOU) between Plumas County Public Works and Feather River Disposal for the joint operation of the Chester Green Waste Program; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign a Memorandum of Understanding (MOU) between Plumas County Public Works and Feather River Disposal for the joint operation of the Chester Green Waste Program.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan,

Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## 5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report for May 2023

**View Item Here**

B. Adopt a **RESOLUTION** to authorize County Administrative Officer to sign agreements for disbursement of the American Rescue Plan Act Community Grants to grantees of said program; not to exceed a total of $540,000; no fiscal impact on general fund; as approved to form by County Council. **Four/fifths roll call vote**

**Motion:** Adopt **RESOLUTION NO. 23-8805** to authorize the County Administrative Officer to sign agreements for disbursement of the American Rescue Plan Act Community Grants to grantees of said program; not to exceed a total of $540,000.00.
**Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. Approve and Authorize the supplemental budget transfer for the ARPA Community Grant program of $540,000 from ARPA Transfer-out account 2000358/58000 into CAO account 2003052/521900 for Professional Services; no fiscal impact on General Fund; discussion and possible action. **Four/fifths roll call vote**

**Motion:** Approve and Authorize the supplemental budget transfer for the ARPA Community Grant program of $540,000 from ARPA Transfer-out account 2000358/58000 into CAO account 2003052/521900 for Professional Services; no fiscal impact on General Fund.
**Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## 6. BOARD OF SUPERVISORS

A. Accept letter of retirement from Dr. Dana Loomis, Director of Plumas County Public Health, effective July 8, 2023, and direct Human Resources to begin recruitment to fill the position; discussion and possible action

**Motion:** Accept letter of retirement from Dr. Dana Loomis, Director of Plumas County Public Health, effective July 8, 2023, and direct Human Resources to begin recruitment to fill the position.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. Accept letter of resignation from Gretchen Stuhr, Plumas County Counsel, effective July 24, 2023, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

**Motion:** Accept letter of resignation from Gretchen Stuhr, Plumas County Counsel, effective July 24, 2023, and direct Human Resources to begin recruitment to fill the position.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

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

C. **10:15 AM. PUBLIC HEARING:**
Pursuant to Ordinance No. 15-1096 and No. 16-1100 regarding "Outdoor Festivals", consider the application received for an outdoor music festival event to be held in Belden Town, CA:
- Sunset Campout, June 30-July 2, 2023.

discussion and possible action. **Roll call vote**

John Steffanic, Fairgrounds Manager, gave a brief background regarding the Outdoor Festivals held in Belden Town, California.

1. Chair Ceresola Opened the Public Hearing, and opened the floor to Public Comment.
2.No public comment was given
3. Chair Ceresola closed the public Hearing and brought the matter back to the Board for discussion and possible action.
4. a motion followed

**Motion:** Approve the application received for an outdoor music festival event to be held in Belden Town, CA:
- Sunset Campout, June 30-July 2, 2023.

**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**D. APPOINTMENTS**

1) Appoint Jennie Mathews to the Plumas - Sierra County Fair Board representing District 3, for a term of 3 years as recommended; discussion and possible action.

**Motion:** Appoint Jennie Mathews to the Plumas - Sierra County Fair Board representing District 3, for a term of 3 years as recommended.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**E. CORRESPONDENCE**

**Motion:** to skip Correspondence, due to the length of the meeting, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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

**Motion:** To skip the Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations,
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**7. 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 Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 Case)

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

Chair Ceresola reported that there was no reportable action taken in the closed session.

**8. ADJOURNMENT**

Adjourn meeting to Tuesday, June 13, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

**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

# MEETING MINUTES

## ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 13, 2023

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## STANDING ORDERS

**Live Stream of Meeting**

Members of the public who wish to watch the meeting are encouraged to view it LIVE ONLINE

**ZOOM Participation**

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

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

**Public Comment Opportunity/Written Comment**

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

## CALL TO ORDER

**Roll Call.**
**Present:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hagwood

## PLEDGE OF ALLEGIANCE

George Tarleton led the Pledge of Allegiance.

## ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were none heard.

## 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.

Pastor George Tarleton offered a brief prayer for the County.

A Zoom participant provided public comments regarding the recent letter and mention of Brown Act violations, and the District attorney taking action.

Sara James, County Counsel spoke to the previous public comment.

A Zoom participant provided public comment regarding past emails and correspondence. She additionally commented on staffing issues with the Sheriff's Department and the impact this has on public safety.

## DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

John Mannle provided a brief report regarding recruitment of 6 interviews, out of 7 applicants. Those 6 applicants were offered entry-level jobs and were hired. All applications were acquired during the Jobfair held in May.

Sheriff Todd Johns provided a brief update on his request for the California Peace Officers Standards and Training to come up and provide free training for the Sheriff's office. This request was approved and a Post coordinator/ trainer came up and provided a 3-day training session with the Command Staff.

Planning Director, Tracey Ferguson provided a brief report and clarification on the article posted on Plumas News by Hat Creek regarding the temporary asphalt plant application being suspended. She also spoke about the Camping Ordinance adopted on June 6th 2023.

The County Librarian provided a brief update regarding the bookmobile project. She then spoke about the summer reading program, and the lunch at the library program.

# ACTION AGENDA

## 1. UPDATES AND REPORTS

### A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Kest had nothing to report to the board this week.

### B. 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.

**Motion:** Approve the following consent matters, as submitted.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### A. ASSESSOR'S OFFICE

1) Approve the Assessor's Office to Recruit and fill; Part-time/Temporary Property Tax Assessment Technician/Specialist I/II Position.

### B. DISTRICT ATTORNEY

1) Approve and authorize the Chair to sign an Agreement between the District Attorney's Office and Quincy Real Estate and Property Management, for provisional housing FY 2023/2024; not to exceed $15,400.00; approved as to form by County Counsel.

### C. ELECTIONS

1) Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder-Registrar of Voters to conduct all Federal, State, and Local elections in the year 2023.

**Motion:** Adopt **RESOLUTION No. 23-8806** authorizing the Plumas County Clerk-Recorder-Registrar of Voters to conduct all Federal, State, and Local elections in the year 2023.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

### D. SHERIFF

1) Approve and authorize the Board Chair to sign the agreement between the Sheriff's Office and Veritas Mountain Medical for nursing services in the Plumas County Correctional Facility for FY 2023/2024; not to exceed $415,000.00; approved as to form by County Counsel.

**E. PLUMAS COUNTY LIBRARY**

1) Approve and authorize the County Librarian to close the Chester Library Branch on Saturday June 24, 2023 during the annual Almanor Arts Show, due to safety, security, and maintenance issues for that day.

**F. PUBLIC HEALTH AGENCY**

1) Approve and authorize the Director of Public Health to recruit and fill, two (2) extra-help Database Analyst positions; does not impact the General Fund.

**G. PUBLIC WORKS**

1) Approve and authorize the Chair to ratify and sign Amendment No. 1 to the Agreement between Public Works and Ranch Fence, Inc., extending the term of the agreement for fence repair services at the Chester and Greenville Road Maintenance Yards; approved as to form by County Counsel.

**H. COUNTY COUNSEL**

1) Adopt **RESOLUTION** readopting the Conflict of Interest Code for Plumas County with an updated list of designated positions and disclosure categories; approved as to form by County Counsel.

**Motion:** Adopt **RESOLUTION No. 23-8807** readopting the Conflict of Interest Code for Plumas County with an updated list of designated positions and disclosure categories.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## 3. PRESENTATION

A. **Friends of Plumas County Animals** - Rose Buzzetta (10 Minutes)
Update on the impact of unaltered feral cats on the rescue organizations, communities, and private citizens in Plumas County.

## 4. DEPARTMENTAL MATTERS

**A. ASSESSOR** - Cindie Froggatt

1) Adopt **RESOLUTION** appointing Charles Leonhardt, Retired Annuitant, to the Interim Chief Appraiser Position for the Assessor's Department; Government Code Section 21221(h); discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8808** appointing Charles Leonhardt, Retired Annuitant, to the Interim Chief Appraiser Position for the Assessor's Department; Government Code Section 21221(h).
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve and authorize the County Assessor's Office to recruit and fill, funded and allocated, 1.0 FTE Chief Appraiser position; vacancy due to resignation; discussion and possible action.

**Motion:** Approve and authorize the County Assessor's Office to recruit and fill, funded and allocated, 1.0 FTE Chief Appraiser position; vacancy due to resignation.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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

1) Adopt a **RESOLUTION** adopting Proposition 4 Appropriation Limits (GANN Limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2023/24; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8809** adopting Proposition 4 Appropriation Limits (GANN Limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2023/24.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**C. HUMAN RESOURCES** - Nancy Selvage

1) Adopt **RESOLUTION** adopting revised Plumas County Office of Emergency Services - OES Manager Job Classification; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8810** adopting revised Plumas County Office of Emergency Services, Exhibit B as amended - OES Manager Job Classification.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**D. INFORMATION TECHNOLOGY** - Greg Ellingson

1) Approve and authorize the Chair to sign the Second Amendment to an Agreement between Plumas County and Tyler-Munis for Financial Module Implementation & Training for Auditor-Controller, Treasurer-Tax Collector, CAO, and staff; not to exceed $92,400.00; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign the Second Amendment to an Agreement between Plumas County and Tyler-Munis for Financial Module Implementation & Training for Auditor-Controller, Treasurer-Tax Collector, CAO, and staff; not to exceed $92,400.00.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**E. PUBLIC WORKS** - John Mannle

1) Adopt **RESOLUTION** adopting Senate Bill 1 Proposed Project List for FY 23/24 allocation of Road Maintenance and Rehabilitation (RMRA) funding, and, authorize the Director of Public Works to submit the project list to the California Transportation Commission (CTC) and perform related duties as may be required to administer the funds; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8811** adopting Senate Bill 1 Proposed Project List for FY 23/24 allocation of Road Maintenance and Rehabilitation (RMRA) funding, and, authorize the Director of Public Works to submit the project list to the California Transportation Commission (CTC) and perform related duties as may be required to administer the funds.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**F. PLANNING DEPARTMENT** - Tracey Ferguson

1) Approve and authorize Chair to sign Services Agreement not to exceed $20,000 by and between Plumas County and Hinman & Associates Consulting, Inc. for FY 2023-24; approved as to form by County Counsel; discussion and possible action.

**Following a brief report by the Planning Department Director:**
**Motion:** Approve and authorize Chair to sign Services Agreement not to exceed $20,000 by and between Plumas County and Hinman & Associates Consulting, Inc. for FY 2023-24.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) **10:00AM CONTINUED PUBLIC HEARING:**
**A)** Adopt **RESOLUTION** 2023 Summer, Plumas County General Plan Amendment, Seneca Healthcare District (GPA 8-21/22-01) owner/applicant; approved as to form by County Counsel; **Roll call vote**

**Following a brief report on Items 4.F.2. and Item 4.F.3., by the Director of the Planning Department**
**Vice Chair Supervisor Hagwood opened the public hearing to public comment.**
**None being heard, the Vice Chair brought both matters back to the Board for discussion and possible action.**

**Motion:** Adopt **RESOLUTION No. 23-8812** 2023 Summer, Plumas County General Plan Amendment to include the new electronic map, Seneca Healthcare District (GPA 8-21/22-01) owner/applicant.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

3) **10:00AM CONTINUED PUBLIC HEARING.**
**B)** Adopt **ORDINANCE**, first introduced on June 6, 2023 General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change; GPA 8-21/22-01, approved as to form by County Counsel; **Roll call vote**

**Following a brief report on Items 4.F.2. and Item 4.F.3., by the Director of the Planning Department**
**Vice Chair Supervisor Hagwood opened the public hearing to public comment.**
**None being heard, the Vice Chair brought both matters back to the Board for discussion and possible action.**
The Chair brought the matter back to the Board for discussion and possible action.

**Motion:** Adopt **ORDINANCE 23-1149**, first introduced on June 6, 2023 General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change; GPA 8-21/22-01.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## 5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

## 6. BOARD OF SUPERVISORS

A. **TITLE III SECURE RURAL SCHOOLS APPLICATIONS FOR FUNDING**
Consider the application(s) submitted by Plumas County Sheriff's Office, for FY 2022 Secure Rural Schools Funding Title III:

1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project ($49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project ($35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project ($45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project ($42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project ($80,000.00)

and direct the Clerk to provide Public Notice to begin the 45-day Comment Period; and schedule the required Public Hearing before the Board on August 8, 2023; discussion and possible action.

**Motion:** Consider the Title III Secure Rural Schools applications for funding submitted by Plumas County Sheriff's Office, for FY 2022 Secure Rural Schools Funding Title III:
1. Plumas Co. Sheriff's Office Search and Rescue Reimbursement/Replacement Project ($49,212.02)
2. Plumas Co. Sheriff's Office Search and Rescue Drone Replacement Project ($35,000.00)
3. Plumas Co. Sheriff's Office Search and Rescue Underwater ROV Replacement Project ($45,000.00)
4. Plumas Co. Sheriff's Office Search and Rescue Snowmobile Replacement Project ($42,500.00)
5. Plumas Co. Sheriff's Office Search and Rescue Vehicle Replacement Project ($80,000.00)

and direct the Clerk to provide Public Notice to begin the 45-day Comment Period; and schedule the required Public Hearing before the Board on August 8, 2023.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**B. APPOINTMENTS**

1) Appoint Mark Guillory to the Plumas - Fish and Game Commission representing District 3, for a term of 3 years as recommended; discussion and possible action.

**Motion:** Appoint Mark Guillory to the Plumas - Fish and Game Commission representing District 3, for a term of 3 years as recommended.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**C. CORRESPONDENCE**

Supervisor McGowan received correspondence regarding the proposed asphalt plant; DWR's reintroduction study on the North Fork of the Feather River above the diversion dam above Chester.

Supervisor Goss received correspondence regarding the proposed asphalt plant; correspondence regarding Portola and the Forest Service getting the campgrounds open; and on the animal /community cat issue. Continued correspondence regarding the rebuild of Greenville, and from PG&E regarding their project progress.

Supervisor Engel received correspondence regarding all of the matters previously reported, such as the proposed asphalt plant, the Solid Waste fee increases, Grizzley Lake CSD Board issues, and the Campgrounds.

Supervisor McGowan received correspondence regarding all matters previously reported by other board members.

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

Reported by Supervisor McGowan regarding matters related to County Government and had no significant items to report.

Reported by Supervisor Goss regarding matters related to County Government and include Chairing the Behavioral Health Commission, participating in the LAFCo meeting, many meetings with DTSC and PG&E.

Reported by Supervisor Engel regarding matters related to County Government and included attending the DTSC/ RSF meeting.

Reported by Supervisor Hagwood regarding matters related to County Government and included Conversation and meetings regarding the Lawry House Project.

**7. 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 Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

C. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

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 (3 cases)

F. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Forest Service Employees for Environmental Ethics v. United States Forest Service, United States District Court for the District of Montana, Missoula Division, Case. No. 9:22-CV-168-DLC

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

Supervisor Hagwood reported that there was no reportable action taken on Agenda Items 7.A. through 7.F.

**8. ADJOURNMENT**

Adjourn meeting to Tuesday, June 20, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

**Board of Supervisors**

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

# MEETING MINUTES

## ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 20, 2023

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## STANDING ORDERS

**Live Stream of Meeting**

Members of the public who wish to watch the meeting are encouraged to view it LIVE ONLINE

**ZOOM Participation**

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

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

**Public Comment Opportunity/Written Comment**

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

## CALL TO ORDER

**Roll Call.**
**Present:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

## PLEDGE OF ALLEGIANCE

Mike Taborski led the Pledge of Allegiance.

## ADDITIONS TO OR DELETIONS FROM THE AGENDA

Supervisor McGowan requested that Item 4.G.1. be moved to The Board of Supervisors Section 6.A

## 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.

Pastor George Tarleton offered a prayer for the County, the staff, and the Supervisors.

A representative for PG&E provided a brief report on the areas where PG&E projects are within the County.

Pat Guillory, General Manager of Grizzley Lake CSD, provided public comment regarding a Community Service District meeting that Supervisor Engel attended.

An employee of Grizzley Lake CSD, Daniel Silvia, provided public comment regarding the current problems that Grizzley Lake CSD employees are facing.

Nicole Barnes spoke regarding the GLCSD Board and the matters that this community is dealing with.

## DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Todd Johns updated the board regarding the ongoing staffing matters in the Department, and regarding recent incidents in the County, and his concerns for his staff.

Planning Director, Tracey Ferguson provided a summary report for the Plumas County 2021 Wildfires Long-Term Recovery Plan, Community meeting number 2 and the long term recovery draft progress & post-meeting input data results.

Dr. Dana Loomis reported on the Plumas County 2022 Community Health Assessment Addendum. He also provided a status update regarding funding and staffing matters in the Public Health Department.

## ACTION AGENDA

## 1. UPDATES AND REPORTS

A. Presentation by the Plumas County Board of Supervisors of a Resolution recognizing and commending , Robbie Cassou, Quincy Fire Chief for his  years of dedicated service to the Citizens of Plumas County, wishing him a well-deserved retirement.

Supervisor Hagwood read the Resolution recognizing Quincy Fire Chief Robbie Cassou for his years of dedicated service to the County.

**B. DIXIE FIRE COLLABORATIVE**
Report, update, and discussion on Dixie Fire Collaborative efforts

Clint Koble provided an update on the DFC activities.

**C. US FOREST SERVICE** - US FOREST SERVICE
Report and update.

**D. 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.

**Motion:** Approve the following consent matters, as submitted.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**A. SOCIAL SERVICES DEPARTMENT**

1) Approve and authorize the Chair to sign an Agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system for FY 2023-24;  is not to exceed $30,000, and does not impact the General Fund; approved as to form by County Counsel.

**B. PLUMAS COUNTY LIBRARY**

1) Approve and authorize the County Librarian to recruit and fill the Extra-Help Library Aide position for Greenville.

**C. SHERIFF**

1) Approve and authorize the Chair to sign an Agreement between the Sheriff's Office and National Medical Services (d/b/a NMS Labs) to conduct laboratory testing for coroner's investigations, not to exceed $30,000.00 dollars for the 2 year term; approved as to form by County Counsel.

2) Approve and Authorize the Chair to sign an Agreement between the Sheriff's Office and Prentice Long, PC Firm for law enforcement legal services for FY 2023-24; not to exceed $30,000.00 a year; approved to form by County Counsel.

**D. FAIRGROUNDS**

1) Approve and authorize the Chair to sign an Agreement between the Plumas -Sierra County Fair and The Canine Stars, Inc. for entertainment at the 2023 Plumas Sierra County Fair, for FY 2023/2024; not to exceed $11,200.00; approved as to form by County Counsel.

2) Approve and authorize Chair to sign the First Amendment to License Agreement by and between Plumas County and High Sierra Music, Inc. for use of the Plumas-Sierra County Fairgrounds; approved as to form by County Counsel

**E. FARM ADVISOR**

1) Approve and authorize the Chair to sign Amendment No.1 to an Agreement between the County of Plumas and The Regents of the University of California, to provide continued services for FY 2022-23; not to exceed $19,585.00; approved as to form by County Counsel.

**F. PLANNING**

1) Approve and ratify Chair signature on Plumas County Letter of Support for the Sierra Valley Groundwater Management District (SVGMD) Grant Application to DWR for the Sustainable Groundwater Management (SMG) Grant Program's Sustainable Groundwater Management Act (SGMA) Implementation Round 2 - Application Number 2022SIR20030
2) Approve and authorize the Planning Department to recruit and fill, funded and allocate; (one) 1.0 FTE Assistant/Associate/Senior Planner Flexibility Allocated Position due to resignation, effective June 9, 2023.

**G. PUBLIC HEALTH AGENCY**

1) Approve and authorize the Department of Public Health to recruit and fill, funded and allocated 1.0 FTE Office Assistant I/II/III; vacancy due to resignation; no impact on the General Fund.
2) Approve and authorize the Department of Public Health to recruit and fill, funded and allocated; (one) 1.0 FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator; vacancy due to resignation; no impact on the General Fund.
3) Approve and authorize the Chair to sign a contract with Les Hall in the amount of $75,000.00 to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; no impact to the General Fund; approved as to form by County Counsel.

**H. AGRICULTURE/ WEIGHTS AND MEASURES DEPARTMENT**

1) Approve and authorize the Chair to sign an Amendment to the Agreement between Plumas County Agriculture/ Weights and Measures and A.B.S. Builders, Inc., to extend the term of the agreement from June 30, 2023 to August 30, 2023 to complete the Vehicle Shed/Garage project; no impact on the General Fund; approved as to form by County Counsel; discussion and possible action.

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

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

**A. ADJOURN AS THE PLUMAS COUNTY BOARD OF SUPERVISORS AND CONVENE AS THE CSA #12 GOVERNING BOARD.**

1) Approve and authorize the Chair to sign the Memorandum of Understanding between Feather River College and CSA No. 12, for transit services for Feather River College students; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign the Memorandum of Understanding between Feather River College and CSA No. 12, for transit services for Feather River College students; discussion and possible action.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**B. ADJOURN AS THE CSA #12 GOVERNING BOARD AND RECONVENE AS THE PLUMAS COUNTY BOARD OF SUPERVISORS.**

**4. DEPARTMENTAL MATTERS**

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

1) Approve and authorize fixed asset budget transfer in the amount of $7,766.00 for department #70329 - Sheriff-OES from services and supplies Professional Services account #521900 to Generator fixed asset account #544130; discussion and possible action. **Four/fifths roll call vote**

**Motion: Motion:** Approve **Items 4.A.1.** to approve and authorize fixed asset budget transfer in the amount of $7,766.00 for department #70329 - Sheriff-OES from services and supplies Professional Services account #521900 to Generator fixed asset account #544130; and **Item 4.A.2.** to approve and authorize fixed asset purchase of a generator and transfer switch system for the new jail project not to exceed $197,556.00 from 70329-544130.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve and authorize fixed asset purchase of a generator and transfer switch system for the new jail project not to exceed $197,556.00 from 70329-544130; discussion and possible action. **Four Fifths roll call vote**

**Motion:** Approve **Items 4.A.1.** to approve and authorize fixed asset budget transfer in the amount of $7,766.00 for department #70329 - Sheriff-OES from services and supplies Professional Services account #521900 to Generator fixed asset account #544130; and **Item 4.A.2.** to approve and authorize fixed asset purchase of a generator and transfer switch system for the new jail project not to exceed $197,556.00 from 70329-544130.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**B. PLUMAS COUNTY LIBRARY** - Lindsay Fuchs

1) Approve and authorize a Supplemental Budget Transfer of the following unanticipated grant funds: $608.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/524515 - Zip Books; transfer $400.00 from donation revenue account 20670/46230, into supplemental expenditure account 20670/524510 - Books; transfer $1,500.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/524510 - Books; and transfer $3,516.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/523712 Program Subscriptions; discussion and possible action. **Roll call vote**

**Motion:** Approve and authorize a Supplemental Budget Transfer of the following unanticipated grant funds:
$608.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/524515 - Zip Books; transfer $400.00 from donation revenue account 20670/46230, into supplemental expenditure account 20670/524510 - Books; transfer $1,500.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/524510 - Books; and transfer $3,516.00 from grant revenue account 20670/46070, into supplemental expenditure account 20670/523712 Program Subscriptions.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve and authorize the supplemental budget transfer of $2,170.00 from Custodial Services acct. 20670/520404 into Literacy Expenditure account 20675/529500 Computers; discussion and possible action. **Four/Fifths roll call vote**

**Motion:** Approve and authorize the supplemental budget transfer of $2,170.00 from Custodial Services acct. 20670/520404 into Literacy Expenditure account 20675/529500 Computers.
**Action:** Approve, **Moved by** Supervisor - District 3 MCGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**C. FACILITY SERVICES & AIRPORTS** - JD Moore

1) Adopt **RESOLUTION** authorizing a grant of easement (Easement) from Plumas County to Plumas-Sierra Telecommunications on County-owned property, located at 1400 E. Main St. in Quincy, California for the installation and upkeep of telecommunications equipment; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION 23- 8814** authorizing a grant of easement (Easement) from Plumas County to Plumas-Sierra Telecommunications on County-owned property, located at 1400 E. Main St. in Quincy, California for the installation and upkeep of telecommunications equipment; approved as to form by County Counsel.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve and authorize the Director of Facility Services & Airports to recruit and fill an extra-help position at Taylorsville Campground; discussion and possible action.

**Motion:** Approve and authorize the Director of Facility Services & Airports to recruit and fill an extra-help position at Taylorsville Campground.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

3) Approve and authorize the Director of Facility Services & Airports to schedule an employee's workweek into four ten-hour days, pursuant to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees. If authorized, a list will be provided to the Auditor and Human Resources; discussion and possible action.

**Motion:** Approve and authorize the Director of Facility Services & Airports to schedule an employee's workweek into four ten-hour days, pursuant to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees. If authorized, a list will be provided to the Auditor and Human Resources.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

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

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Treasurer-Tax Collector's Office and Granicus Short Term Rental Platform; effective 12/21/2022 through 12/20/2023; not to exceed $10,684.85; approved as to form by County Counsel; and Approve and authorize Budget Transfer of $10,684.85 from Regular Wages Account 20050/5100 into Professional Services Account; discussion and possible action. **Four/fifths roll call vote**

**Motion:** Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Treasurer-Tax Collector's Office and Granicus Short Term Rental Platform; effective 12/21/2022 through 12/20/2023; not to exceed $10,684.85; approved as to form by County Counsel; and Approve and authorize Budget Transfer of $10,684.85 from Regular Wages Account 20050/5100 into Professional Services Account.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**E. COUNTY COUNSEL** - Gretchen Stuhr

1) Approve and authorize the Chair to sign the First Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) for investigative services in regard to employment matters; increasing compensation by $14,000.00, entire Agreement not to exceed $22,000.00; discussion and possible action

**Motion:** Approve both **Items 4.E.1.** to approve and authorize the Chair to sign the First Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) for investigative services in regard to employment matters; increasing compensation by $14,000.00, entire Agreement not to exceed $22,000.00; and **Item 4.E.2.** to approve and authorize the Chair to sign the Second Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) to perform a survey in regard to employment matters; increasing compensation by $4,000, not to exceed $26,000.00.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Approve and authorize the Chair to sign the Second Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) to perform a survey in regard to employment matters; increasing compensation by $4,000, not to exceed $26,000.00; discussion and possible action

**Motion:** Approve both **Items 4.E.1.** to approve and authorize the Chair to sign the First Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) for investigative services in regard to employment matters; increasing compensation by $14,000.00, entire Agreement not to exceed $22,000.00; and **Item 4.E.2.** to approve and authorize the Chair to sign the Second Amendment to the Agreement by and between Plumas County and Municipal Resource Group, LLC (MRG, LLC) to perform a survey in regard to employment matters; increasing compensation by $4,000, not to exceed $26,000.00.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

3) Adopt **RESOLUTION** declaring thirteen travel trailers surplus personal property and donating thirteen travel trailers to Plumas Rural Services pursuant to Government Code Section 25372; approved as to form by County Counsel; discussion and possible action; **Role Call Vote**

**Motion:** Adopt **RESOLUTION 23-8815** declaring thirteen travel trailers surplus personal property and donating thirteen travel trailers to Plumas Rural Services pursuant to Government Code Section 25372; approved as to form by County Counsel.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**F. PLANNING DEPARTMENT** - Tracey Ferguson

1) Pursuant to Plumas County Code Section 2-4.503(a), confirm the Planning Director's appointment of Jim Graham as Interim Zoning Administrator; discussion and possible action.

**Motion:** Pursuant to Plumas County Code Section 2-4.503(a), confirm the Planning Director's appointment of Jim Graham as Interim Zoning Administrator.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).

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

**G. HUMAN RESOURCES** - Nancy Selvage

1) Adopt a **RESOLUTION** suspending the Annual Salary Adjustment for the Board of Supervisors for the 2023-2024 Fiscal Year; discussion and possible action. **Roll call vote**

**This matter was moved to the Board of Supervisors section of the agenda**
**Motion:** Adopt **RESOLUTION 23-8816** suspending the Annual Salary Adjustment for the Board of Supervisors for the 2023-2024 Fiscal Year.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## 5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. Receive a presentation on the American Rescue Act Plan - Community Grant Program; Discussion only.

Grant Manager, Zackery Gately provided a presentation and an update on the America Rescue Plan Act (ARPA) Community Grant Program for nonprofits and small businesses in Plumas County.

B. County Administrative Officers Report

The CAO provided a brief report on the budget process and the Public Hearing Notice on adopting a Recommended Budget.

## 6. BOARD OF SUPERVISORS

A. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on August 15, 2023; discussion and possible action.

**Motion:** approve, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; and recommendation to continue the emergency and bring it back within 60 days, on August 15, 2023.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on August 15, 2023; discussion and possible action.

**Motion:** Approve, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; and recommendation to continue the emergency and bring back within 60 days, on August 15, 2023.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the

Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on July 18, 2023; discussion and possible action.

**Motion:** Approve, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; and recommendation to continue the emergency and bring it back within 30 days, on July 18, 2023.
**Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

D. Adopt a **RESOLUTION** of Agreement adopting a Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-001 Seneca District Hospital Annexation to Chester Public Utility District; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt a **RESOLUTION 23-8817** of Agreement adopting a Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-001 Seneca District Hospital Annexation to Chester Public Utility District; approved as to form by County Counsel.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

E. Adopt a **RESOLUTION** of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-002 Creation of Beckwourth Peak Fire Protection District; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION 23- 8818** of Agreement Adopting A Property Tax Transfer Agreement for Plumas County LAFCo File No. 2023-002 Creation of Beckwourth Peak Fire Protection District; approved as to form by County Counsel.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
**Yes:** Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## F. CORRESPONDENCE

District 3 Supervisor Tom McGowan, received correspondence regarding the matters happening in the Lake Almanor area .

District 2 Supervisor Kevin Goss, received correspondence regarding buildings coming back, like the Post Office in Greenville, and correspondence regarding the Trailers in Greenville, confusion regarding the Camping Ordinance, and correspondence regarding the post office in Canyon Dam.

District 5 Supervisor Jeff Engel, received correspondence regarding the proposed location of the asphalt plant for the HWY 70 project. Correspondence regarding funding the Sheriff's department, and correspondence regarding the opposition to rate increases for the Solid Waste Franchise Contractors; green waste correspondence, correspondence regarding the Grizzley Lake CSD, and correspondence regarding the Camping Ordinance.

District 1 Supervisor Greg Hagwood received correspondence very similar to the other Supervisor's.

## G. INFORMATIONAL ANNOUNCEMENTS

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

Reported by Supervisor McGowan regarding matters related to County Government and included attending the first Farmers Market in Chester.

Reported by Supervisor Goss regarding matters related to County Government and included attending the Grand Opening of the Indian Valley Thrift store.

Reported by Supervisor Engel regarding matters related to County Government and include attending the Grizzley Lake CSD meeting.

Reported by Supervisor Hagwood regarding matters related to County Government and included taking a trip to Oregon with family had no additional meetings.

**7. 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 Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

C. Conference with Risk Manager: Quarterly Risk Control Program status report.

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 (2 Cases)

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

Supervisor Hagwood reported that there was no reportable action taken in Closed Session.

**8. ADJOURNMENT**

Adjourn meeting to a Special Board of Supervisors meeting on Friday , June 30, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

**Board of Supervisors**

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

# MEETING MINUTES

## ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JUNE 30, 2023

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## STANDING ORDERS

**Live Stream of Meeting**

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

**ZOOM Participation**

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

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

**Public Comment Opportunity/Written Comment**

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

## CALL TO ORDER

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

## PLEDGE OF ALLEGIANCE

Chair Ceresola led the Pledge of Allegiance.

## ADDITIONS TO OR DELETIONS FROM THE AGENDA

There were no additions or deletions noted.

## PUBLIC COMMENT OPPORTUNITY

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

Chair Ceresola opened the floor to public comment. There was no public comment to be heard in attendance via zoom.

## DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

There were no Department Head updates of reports provided.

## ACTION AGENDA

### 1. UPDATES AND REPORTS

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

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

Information Technology Director Greg Ellingson provided a brief update regarding the scheduled Munis trainings.
Nancy Selvage, the HR Director, provided an update regarding the issues with the imports and inputting process and the parallel tests being run between Munis and Pentamation.

### 2. CONSENT AGENDA

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

**Motion:** Approve the following consent matters, as submitted.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**A. PUBLIC WORKS**

1) Approve and authorize the Chair to sign Amendment No. 1 to the Service Agreement between the Plumas County Public Works and Hunt & Sons, Inc., for fuel delivery to various Plumas County Public Works Maintenance Yards; approved as to form by County Counsel.

## 3. DEPARTMENTAL MATTERS

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

1) Approve and authorize Supplemental Budget Transfer for various departments for the FY22/23; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve and authorize Supplemental Budget Transfer for various departments for FY22/23.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**B. INFORMATION TECHNOLOGY** - Greg Ellingson

1) Adopt **RESOLUTION** to amend fiscal year 2022-2023 job classification plan adding two new job classifications to information technology department #20220; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8819** to amend the fiscal year 2022-2023 job classification plan adding two new job classifications to information technology department #20220.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

**C. COUNTY ADMINISTRATIVE OFFICE** - Debra Lucero

1) Adopt **RESOLUTION** authorizing the County Administrative Officer to apply for and receive $40,000 of grant funds for automating residential solar permitting from The California Energy Commission's California Automated Permit Process (CalAPP) Program; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8820** authorizing the County Administrative Officer to apply for and receive $40,000 of grant funds for automating residential solar permitting from The California Energy Commission's California Automated Permit Process (CalAPP) Program.
**Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

2) Report and update on the FY 2023-2024 budget; discussion, possible action and/ or direction to staff.

The County Administrative Officer provided a brief report and handout **(attached)**

3) Adopt **RESOLUTION** to adopt the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2023-2024, in Accordance with Government Code §29064. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 23-8821** to adopt the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2023-2024, in Accordance with Government Code §29064.
**Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
**Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
**Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

## 4. BOARD OF SUPERVISORS

### A. CORRESPONDENCE

Supervisor Goss received correspondence regarding Intermountain Disposal and Waste Management RRI, and rate increases. Correspondence regarding the Building Department, and permit matters.

Supervisor Hagwood received correspondence regarding the Courthouse proposal and Dame Shirley Plaza; the garbage collection rate increase; and 2 matters regarding late night noise and ordinances to address that.

Supervisor Engel received correspondence regarding rate increases for solid waste and Dame Shirley Park.

Supervisor McGowan received correspondence regarding Dame Shirley Plaza and the proposed location for the new Courthouse; the RRI and the rate increase for solid waste franchise contractors; consolidation matters; and the closing of the Feather River News website.

Supervisor Ceresola received correspondence regarding Dame Shirley, waste management, Beckwourth Airport , and air quality regarding the smoke.

### B. INFORMATIONAL ANNOUNCEMENTS

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

There were no informational announcements provided.

## 5. CLOSED SESSION

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

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

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

16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000

C. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; 204 Ann Street, Greenville, CA., APN 100-061-002; 120 Bidwell St., Greenville, CA., APN 110-062-008.

D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

F. Conference with Legal Counsel: Claim against the County of Darin Russel Bottini via Guardian ad Litem Justin Bottini, received June 8, 2023.

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

Chair Ceresola reported that Item 5.F. Conference with Legal Counsel: Claim against the County of Darin Russel Bottini via Guardian ad Litem Justin Bottini, received June 8, 2023, has been rejected. There was no further action taken in the closed session.

**6. ADJOURNMENT**

Adjourn meeting to Tuesday, July 11, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

# PLUMAS COUNTY
# PUBLIC HEALTH AGENCY
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Audrey Rice, Administrator Assistant II** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve and authorize the Chair to ratify and sign (2) two Agreements between Plumas County Public Health Agency and Great Northern Services; to provide services for the Ryan White PARTB and PARTC Programs for Fiscal Year 2023-2024; effective April 1, 2023; not to exceed amounts PARTB $61,119.00 and PARTC $27,750.00; no impact to the General Fund; approved as to form by County Counsel.** |

**Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign contracts with Great Northern Services for both PARTB and PARTC.

**Background and Discussion:**

Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs for Plumas, Sierra, Lassen, Modoc and Siskiyou Counties. Plumas County Public Health Agency will continue to serve our five-county region for the Ryan White Programs.

Ryan White PARTB funds provide the planning, development and delivery of comprehensive outpatient and support services for people with HIV/AIDS and their families within the (5) five county regions of Modoc, Lassen, Plumas, Siskyou and Sierra counties. The program is designed to provide direct medical and psychosocial care, support services such as food, housing and utilities, and case management services. The goal of the program is to prolong the health and productivity of those living with HIV/AIDS and reduce or avoid future HIV/AIDS health care costs.

**Action:**

Approve and authorize the Chair to ratify and sign (2) two Agreements between Plumas County Public Health Agency and Great Northern Services; to provide services for the Ryan White PARTB and PARTC Programs for Fiscal Year 2023-2024.

**Fiscal Impact**:

There is no fiscal impact to the General Fund as these contracts are fully funded through various programs in Public Health.

**Attachments:**

1. 23-473 PARTB2324GNS
2. 23-441 PARTC2324GNS

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and GREAT NORTHERN SERVICES, a California Nonprofit Corporation, (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Sub 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 Sub Contractor under this Agreement shall not exceed Sixty-One Thousand One Hundred Nineteen Dollars ($61,119.00).

3. Term. The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from April 1, 2023 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 Sub Contractor or furnish any other consideration under this Agreement and Sub 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 Sub 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. Sub 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. Sub 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. Sub Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Sub 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 Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Sub Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Sub Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Sub 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. Sub 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 Sub 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 Sub 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, Sub 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. Sub Contractor shall require all Sub Contractors to comply with all indemnification and insurance requirements of this agreement, and Sub Contractor shall verify Sub Contractor's compliance.

10. Licenses and Permits. Sub 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 Sub Contractor to practice its profession and to perform its duties and obligations under this Agreement. Sub Contractor represents and warrants to County that Sub 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 Sub 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 Sub Contractor is not acting hereunder as an employee of the County, but solely as an independent Sub Contractor. Sub 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, Sub Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Sub 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. Sub Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Sub 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. Sub 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 Sub Contractor.

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

County:

Plumas County Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Public Health Program Division Chief

Sub Contractor:

Great Northern Services
310 Boles Street
Weed, CA 96094
Attention: Marie Josee Wells, Chief Executive Officer

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 Sub Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

25. Suspension and Debarment. The County does not employ vendors or Sub 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 Sub Contractor is required to verify that none of the Sub 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 Sub 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 Sub Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

| | | |
|---|---|---|
| **Exhibit A** | Scope of Work | 3 Pages |
| **Exhibit B** | Fee Schedule | 1 Page |
| **Exhibit B-I** | Budget | 1 Page |
| **Exhibit C** | General Terms and Conditions (GTC-610) | 4 Pages |
| **Exhibit D** | Special Terms and Conditions | 26 Pages |
| **Exhibit E** | Additional Provisions | 2 Pages |
| **Exhibit F** | Federal Terms and Conditions | 5 Pages |
| **Exhibit G** | Sub Contractor HIV/AIDS Confidentiality Agreement | 2 Pages |
| **Exhibit H** | Sub Contractor Certification (CCC-307) | 5 Pages |
| **Exhibit I** | Information Privacy and Security Requirements | 11 Pages |
| **Exhibit J** | Darfur Contracting Act Certification | 1 Page |

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

**SUB CONTRACTOR:**

Great Northern Services, a California Nonprofit Corporation

By:_____
Marie Josee Wells
Chief Executive Officer
Date signed: 6/12/2023

By:_____
Vickie Daniels
Chief Financial Officer
Date Signed: 6/12/2023

**COUNTY:**

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

By:_____
Dana Loomis
Director of Public Health
Date signed: 6/14/2023

By:_____
Dwight Ceresola
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:_____
Heidi White
Clerk of the Board
Date Signed:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

## EXHIBIT A

### Scope of Work

**Ryan White Required Services:** The Sub Contractor will provide medical case management services to persons with HIV in Siskiyou County as follows:

a. Medical case management services. Provides a range a client centered services that link clients with health care, psychosocial and other services; provides coordination and follow-up of medical treatments; ensures timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of the client's and other key family members' needs and personal support systems; includes the provision of treatment adherence counseling to ensure readiness for and adherence to complex HIV/AIDS treatments, regular assessment of service needs, development of a comprehensive service plan, coordination of services required to implement plan, regular client follow-up to assess efficacy of plan, and periodic evaluation and revision of plan; includes regular face-to-face client contact, as well as follow-up telephone and written contact.

b. Provide one face to face visit with each client at a minimum of every ninety (90) days, ensure that CARE Act funds allocated to Siskiyou County clients are payer of last resort.

c. Maintain client chart including appropriate update of chart forms and notes and obtaining copies of all pertinent medical records and notes from primary care provider.

d. Ensure that client grievance procedures are in place and that clients receive a written copy of this procedure every year.

e. Provide case findings and outreach efforts to at risk populations in Siskiyou County.

f. Participate in clinical quality improvement related to support and care services in Siskiyou County.

g. Ensure that medical care and supportive care are at a minimum, consistent with Public Health Service guidelines.

h. Attendance at MCHAC meetings and report on program, and participation on MCHAC committees, as needed.

i. Will offer partner services either directly or by referral to each HIV + individual. **(See HIV Partner Services Policy).**

**Reporting and Performance Requirements:** The Sub Contractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

a. Data input of activities and services in ARIES System on at least a bi-weekly basis.

b. Provide Quarterly Client Report Form.

c. Provide Quarterly HOPWA Report Form in coordination with the fiscal agent.

d. Provide Quarterly Progress and RDR Provider Data Report, as required by the State Office of AIDS.

**HIV Partner Services Policy**

**Policy:** HIV Partner Services will be offered to clients in accordance with Management Memorandum #15-06.

**Purpose:** HIV Partner Services is recognized by the Centers for Disease Control as a valuable intervention to support early identification of HIV and offers opportunities to identify individuals who have fallen out of medical care and link them to care. HIV Partner Services **(PS)** is a free, confidential service, supporting persons living with HIV in navigating disclosure around their HIV status to past, present or future partners. It includes confidential counseling and a comprehensive discussion with the HIV positive individual about the options for partner notification and provides assistance in notifying sexual and/or needle sharing partners of possible exposure to HIV.

**Procedure:** Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes clients who: 1) have a new HIV diagnosis, 2) have a detectable viral load, and 3) have a new STI diagnosis.

**After identifying a high-risk individual, the service provider will:**

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.

2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.

3. If the client agrees to participate in partner services, interview him or her about partners he or she had within a defined period of time. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.

4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be done by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.

5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention or social services.

6. Follow-up with both the client and each partner to ensure they have accessed medical care.

**The following principles should be followed when providing partner services:**

Client centered. All steps of the partner services process should be tailored to the behaviors.

- circumstances, and specific needs of each client.

- Confidential. Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient must never be revealed, and no information about partners should be conveyed back to the index patient.

- Voluntary and non-coercive. Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.

- Free. Partner services should be free of charge for infected persons and their partners.

- Accessible and available to all. Partner services should be accessible and available to all infected persons regardless of where they are tested or receive a diagnosis and whether they are tested confidentially or anonymously. Because of the chronic nature of HIV infection, partner services for IIIV should not be a one- time event. They should be offered as soon as HIV-infected persons learn their serostatus and should be available throughout their counseling and treatment. HIV-infected persons should have the ability to access partner services whenever needed.

## EXHIBIT B

### Fee Schedule

**Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Sub Contractor for actual expenditures incurred in accordance with this Service Agreement.

A. Invoice(s) Shall.

1) Include backup documentation to support the invoice,
2) Bear the Sub Contractor's name and Agreement Number exactly as shown on the Agreement.
3) Identify the expense, billing and/or performance period covered on invoice.
4) Invoice(s) must be signed by authorized personnel.

B. Invoice(s) Schedule:

| Invoice | Invoice Period | Invoice Due Date |
|---|---|---|
| First Quarter. | April -June 30 | July 15 |
| Second Quarter | July 1-September 30 | October 15 |
| Third Quarter | October 1-December 31 | January 15 |
| Fourth Quarter | January 1-March 31 | April 15 |

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Sixty-One Thousand One Hundred Nineteen Dollars ($61,119.00).

# EXHIBIT B-1

## Budget

**Subcontractor Budget**

| | |
|---|---|
| Program | Part-B. |
| Contractor | Great Northern Services |
| Begin | 4/1/2023 |
| Contract Year End: | 3/32/24 |
| | 66.00 |

| | PY Budgeted Cost | Program Category | Service Category | Amount | Rate | Rate Type | Contract Cost |
|---|---|---|---|---|---|---|---|
| **Personnel** | | | | | | | |
| M. Wells, Ex. Director | 2,808 | Administration | Client Service Administration | 93,600 | 0.030 | FTE | 2,808 |
| V. Daniels, Bookkeeper | 850 | Administration | Client Service Administration | 85,000 | 0.010 | FTE | 850 |
| | | | | | | | - |
| | | | | | | | - |
| Total Personnel | **3,658** | | | | | | - |
| | | | | | | | **3,658** |
| **Fringe Benefits** | | | | | | | |
| M. Wells, Ex. Director | 1,172 | Administration | Client Service Administration | 2,808 | 0.417 | Fringe Rte | 1,172 |
| V. Daniels, Bookkeeper | 355 | Administration | Client Service Administration | 850 | 0.417 | Fringe Rte | 355 |
| | | | | - | | | - |
| | | | | - | | | - |
| Total Fringe Benefits | **1,527** | | | - | | | - |
| | | | | | | | **1,527** |
| **Contractual** | | | | | | | |
| Stan Drucker, LCSW | | | | | | | |
| Med. Case Management | 55,685 | Core Services | Medical Case Mgt Svcs | 1,295 | 43.000 | Hrly Rte | 55,685 |
| | | | | | | | - |
| | | | | | | | - |
| | | | | | | | - |
| Total Stan Drucker, LCSW | **55,685** | | | | | | - |
| | | | | | | | **55,685** |
| Total Contractual | **55,685** | | | | | | **55,685** |
| **Indirect** | 249 | Administration | Client Service Administration | 3,658 | 0.068 | Indirect | **249** |
| Contract Total | **61,119** | | | | | | **61,119** |

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

# EXHIBIT D

## Special Terms and Conditions

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

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

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

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

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

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1. **Federal Equal Opportunity Requirements**

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. **Travel and Per Diem Reimbursement**

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

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

3. **Procurement Rules**

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

a. **Equipment/Property definitions**

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

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

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

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

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

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

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

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

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

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

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

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

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

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

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

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

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

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

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

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

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

**5. Subcontract Requirements**

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole re performance of this Agreement. Rice, Audrey (AudreyRice@countyofplumas.com) is signed

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. **Income Restrictions**

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

7. **Audit and Record Retention**

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

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. **Site Inspection**

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

9. **Federal Contract Funds**

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

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

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

**10. Termination**

**a. For Cause**

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

**b. For Convenience**

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

**11. Intellectual Property Rights**

**a. Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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

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

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

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

b. **Retained Rights / License Rights**

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

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

c. **Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

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

e. **Third-Party Intellectual Property**

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

f. **Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

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

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

**g. Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

h. **Federal Funding**

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

i. **Survival**

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

**12. Air or Water Pollution Requirements**

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

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

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

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

**14. Confidentiality of Information**

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

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

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

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

**16. Dispute Resolution Process**

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

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

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

**17. Financial and Compliance Audit Requirements**

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

**18. Human Subjects Use Requirements**

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

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

19. **Novation Requirements**

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

20. **Debarment and Suspension Certification**

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

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. Smoke-Free Workplace Certification**

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

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. Officials Not to Benefit**

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

**26. Four-Digit Date Compliance**

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

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

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

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

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

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

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

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

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

30. **Union Organizing**

(Applicable only to grant agreements.)

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

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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

(Applicable only to nonprofit organizations.)

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

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

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

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

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

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

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

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

**32. Suspension or Stop Work Notification**

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

**33. Public Communications**

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

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

**34. Compliance with Statutes and Regulations**

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

**35. Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities"') if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant,

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

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

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

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

| | |
|---|---|
| Great Northern Services | Marie-Josee Wells |
| Name of Contractor | Printed Name of Person Signing for Contractor |
| Part B | |
| Contract / Grant Number | Signature of Person Signing for Contractor |
| 6/12/2023 | EEO |
| Date | Title |

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

**Attachment 2**

## CERTIFICATION REGARDING LOBBYING

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

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

## EXHIBIT E
## Additional Provisions

1. **Insurance Requirements**
   A. General Provisions Applying to All Policies
      1) Coverage Term– Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this Agreement terms.
      2) Policy Cancellation or termination and Notice of Non-Renewal– Contractor shall provide to the CDPH with five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contact upon the occurrence of such event, subject to the provisions of this Contract.
      3) Premiums, Assessments and Deductibles- Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
      4) Primary Clause- Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
      5) Insurance Carrier Required Rating- All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion of all its insurance, review of financial information including a letter of credit may be required.
      6) Endorsements- Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
      7) Inadequate Insurance– Inadequate or lack of Insurance does not negate Contractor's obligations under the Agreement.
      8) Use of Subcontractors– In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contactor's insurance or supple evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.
   B. Insurance Coverage Requirements
      Contractor shall display evidence of certificate of insurance evidencing the following coverage:
      1) Commercial General Liability– Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under as insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required)- Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope other Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3) Workers Compensation and Employers Liability (when required)- Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4) Professional liability (when required)- Contractor shall maintain professional liability covering any damages caused by negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
5) Environmental/Pollution Liability (when required)- Contractor shall maintain pollution liability for limits not less than 1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, " The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
6) Aircraft Liability (when required)- Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include," The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management

# EXHIBIT F

## Federal Terms and Conditions

*(For federally funded Cooperative Agreements)*

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

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

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

### Index of Special Terms and Conditions


1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. **Federal Contract Funds**

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

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

   b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

   c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

   d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. **Federal Equal Opportunity Requirements**

   Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

   b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

   c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

3. **Debarment and Suspension Certification**

a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. **Covenant Against Contingent Fees**

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

5. **Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

6. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

# EXHIBIT G
## Sub Contractor HIV/AIDS Confidentiality Agreement

State of California
Health and Human Services Agency

California Department of Public Health

### Agreement by Employee/Sub Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered confidential public health record(s) under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

| Stan Drucker | Independent Contractor | 6/12/2023 |
|---|---|---|
| Employee name (print) | Employee Signature | Date |
| | | |
| Supervisor name (print) | Supervisor Signature | Date |
| Great Northern Services. | | |
| Name of Employer | | |

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

**EXHIBIT H**
**Sub Contractor Certification**

# Contractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
|---|---|
| Great Northern Services | 94-2562423 |

By (Authorized Signature)

Printed Name and Title of Person Signing
Marie-Josée Wells, CEO

| Date Executed | Executed in the County of |
|---|---|
| 6/12/2023 | Siskiyou |

**CONTRACTOR CERTIFICATION CLAUSES**

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

# EXHIBIT I
## Information Privacy and Security Requirements

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), and within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numberslisted in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

| CDPH Program Contract Manager | CDPH Privacy Officer | CDPH Chief Information Security Officer |
|---|---|---|
| See the Scope of Work exhibit for Program Contract Manager | Privacy Officer<br>Privacy Office<br>Office of Legal Services<br>California Dept. of Public Health<br>1415 L Street, 5th Floor<br>Sacramento, CA 95814<br><br>Email: privacy@cdph.ca.gov<br>Telephone: (877) 421-9634 | Chief Information Security Officer<br>Information Security Office<br>California Dept. of Public Health<br>P.O. Box 997377<br>MS6302<br>Sacramento, CA 95899-7413<br><br>Email: cdphiso@cdph.ca.gov<br>Telephone: (855) 500-0016 |

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

**Attachment 1**
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

**2. System Security Controls**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. **Audit Controls**

   A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

   B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

   C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

   A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

   B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. **Paper Document Controls**

   A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

   B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

   C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

   D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

# EXHIBIT J

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. MJW Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

| Company Name (Printed) | Federal ID Number |
|---|---|
| Great Northern Services | 94-2562423 |
| By (Authorized Signature) | |
| Printed Name and Title of Person Signing: Marie-Josée Wells, CEO | |
| Date Executed: 6/12/2023 | Executed in the County and State of: Sisterlyou |

PARTC2324GNS

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and GREAT NORTHERN SERVICES, a California Nonprofit Corporation, (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Sub 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 Sub Contractor under this Agreement shall not exceed Twenty-Five Thousand Seven Hundred Fifty Dollars ($25,750.00).

3. Term. The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from April 1, 2023 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 Sub Contractor or furnish any other consideration under this Agreement and Sub 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 Sub 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. Sub 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. Sub 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. Sub Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Sub 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 Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Sub Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Sub Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Sub 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. Sub 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 Sub 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 Sub 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, Sub 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. Sub Contractor shall require all Sub Contractors to comply with all indemnification and insurance requirements of this agreement, and Sub Contractor shall verify Sub Contractor's compliance.

10. Licenses and Permits. Sub 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 Sub Contractor to practice its profession and to perform its duties and obligations under this Agreement. Sub Contractor represents and warrants to County that Sub 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 Sub 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 Sub Contractor is not acting hereunder as an employee of the County, but solely as an independent Sub Contractor. Sub 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, Sub Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Sub 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. Sub Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Sub 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. Sub 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 Sub Contractor.

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

County:

Plumas County Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Public Health Program Division Chief

Sub Contractor:

Great Northern Services
310 Boles Street
Weed, CA 96094
Attention: Marie Josee Wells, Chief Executive Officer

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 Sub Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

25. Suspension and Debarment. The County does not employ vendors or Sub 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 Sub Contractor is required to verify that none of the Sub 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 Sub 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 Sub Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

| | | |
|---|---|---|
| **Exhibit A** | Scope of Work | 3 Pages |
| **Exhibit B** | Fee Schedule | 1 Page |
| **Exhibit B-I** | Budget | 1 Page |
| **Exhibit C** | General Terms and Conditions (GTC-610) | 4 Pages |
| **Exhibit D** | Special Terms and Conditions | 26 Pages |
| **Exhibit E** | Additional Provisions | 2 Pages |
| **Exhibit F** | Federal Terms and Conditions | 5 Pages |
| **Exhibit G** | Sub Contractor HIV/AIDS Confidentiality Agreement | 2 Pages |
| **Exhibit H** | Sub Contractor Certification (CCC-307) | 5 Pages |
| **Exhibit I** | Information Privacy and Security Requirements | 11 Pages |
| **Exhibit J** | Darfur Contracting Act Certification | 1 Page |

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

**SUB CONTRACTOR:**

Great Northern Services, a California Nonprofit Corporation

By:_____
Marie Josee Wells
Chief Executive Officer
Date signed: 6/12/2023

By:_____
Vickie Daniels
Chief Financial Officer
Date Signed: 6/12/2023

**COUNTY:**

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

By:_____
Dana Loomis
Director of Public Health
Date signed: 6/14/2023

By:_____
Dwight Ceresola
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:_____
Heidi White
Clerk of the Board
Date Signed:

Approved as to form:

_____
Joshua Brechtel
Deputy County Counsel

## EXHIBIT A

### Scope of Work

**Sub Contractor Requirements:**

1. Serve as the patient coordinator for the Mountain Counties EIS Program in Siskiyou County, provides patient coordination to 35-45 EIS enrolled patients in coordination with the primary medical provider and the HIV Consultant, as outlined in the HIV Early Intervention Services (EIS) Patient Coordinator Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.

2. Coordinate and facilitate case conference with medical provider and HIV consultant during six HIV clinic days.

3. Provide treatment adherence education, health education and risk reduction education to EIS patients; facilitate and track all health and social service referrals.

4. Provide substance abuse assessments for 20-25 HIV+ patients and refer, as needed, 3-5 patients for ongoing substance abuse counseling services.

5. Participate in quarterly Regional Continuous Quality Improvement Committee meetings and in ongoing quality improvement projects.

   *Current Quality Measurement goals include:*
   85% of HIV+ women will receive annual PAP screening.
   85% of all HIV patients will have documented HCV status in chart/ARIES' database.
   75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES.
   75% of all HIV patients using tobacco will receive cessation education & information.
   75% of all HIV patients will achieve viral load suppression <200 copies.
   80% of all HIV patients will be retained in care – New patients seen every 4 months; Ongoing patients seen every 6 months.

6. Collect and input required client data for EIS Program, generate data reports, and annual RSR Report.

7. Invoice for services at least quarterly (see Sub Contractors' budget).

**Reporting and Performance Requirements:**

The Sub Contractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

A. Generate and submit EIS Program quarterly data reports and annual RSR Report.

B. Input data into ARIES System.

C. Invoice for actual services at least quarterly. Funds may only be used to pay for allowable categories of services outlined in the Sub Contractor's Budget.

D. Provide PCPHA with a copy of the provider's license and proof of liability insurance.

**HIV Early Intervention Services Patient Coordinator Job Description:**

**Job Summary:** This subcontracted position reports to the EIS CQI/Program Coordinator and Project Director and is responsible for intake, service plan development, coordination of HIV clinical services, and advocacy related to the PCPHA Early Intervention Services (EIS) Program.

**Job Duties and Responsibilities:**

- Counsels and assists the EIS client and significant others about HIV progression, management and transmission, adherence to medication regimens, community resources and benefits.

- Coordinates with EIS team the development of a written service plan for each EIP client.

- Oversees the EIS client's service plan schedule, assisting him/her to follow the recommendations (e.g., referrals, tests, nutritional counseling, substance abuse counseling, special appointments, etc.).

- Coordinates and facilitates a client case conference to assess the EIS client's progress, quality of care given, and the ongoing need and eligibility for EIS services; uses case conference information to update the service plan.

- Investigates and resolves problems in direct EIS client services and ensures compliance with regulations and standards.

- Works closely with the CQI/Program Coordinator to ensure comprehensive program delivery and quality patient care. Assists in the development of goals and objectives for the quality assurance program.

- Coordinates EIS multidisciplinary team meetings and works with all EIS staff to analyze, monitor and ensure high levels of quality performance and productivity.

- Assures confidentiality of medical records and other client information.

- Attends required meetings and participates in committees as necessary.
- Participates in professional development activities to keep current with health care trends and practices in HIV clinical services management.
- Gathers data and reports monthly and annually for statistical and planning purposes.
- Ensures the coordination of community awareness activities on behalf of EIS Clinical Services.

Performs related work as required. Attends required meetings and participates in committees as necessary.

**Knowledge and Abilities:**

- Knowledge of current developments in the field of HIV primary care and community HIV care resources.
- Knowledge of the scope of practice for RNs, PHNs, LCSWs or MFTs.
- Knowledge of universal precautions.
- Minimum of 3 years' experience in primary care or case management services with HIV/AIDS clients.
- Management or charge nurse education and experience preferred.
- Computer experience preferred.
- Completion of an Accredited California State Approved RN or LCSW program. License current and in good standing.
- Current CPR certification.

## EXHIBIT B

### Fee Schedule

**Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Sub Contractor for actual expenditures incurred in accordance with this service agreement.

A. Invoice(s) Shall:

1) Be prepared on Sub Contractor letterhead or signed by authorized personnel.
2) Bear the Sub Contractors name and Agreement Number.
3) Identify the billing and/or performance period covered on the invoice.
4) Itemize costs; include backup documentation to support the invoice.

B. Invoice(s) Schedule:

| Invoice | Invoice Period | Invoice Due Date |
|---|---|---|
| First Quarter | April 1st – June 30th | July 15th |
| Second Quarter | July 1st – September 30th | October 15th |
| Third Quarter | October 1st – December 31st | January 15th |
| Fourth Quarter | January 1st – March 31st | March 15th |

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Twenty-Five Thousand Seven Hundred Fifty Dollars ($25,750.00).

# EXHIBIT B-1

## Budget

**Subcontractor Budget**

| | |
|---|---|
| Program | Part-C |
| Subcontractor | Great Northern Services |
| Contract Year | April 1, 2023 - March 31, 2024 |

| | Description | Budget Line | Program Category | Service Category | Amount | Rate | Rate Type | Contract Cost |
|---|---|---|---|---|---|---|---|---|
| Personnel | | | | | | | | |
| M Wells | Executive Director | Patient Coord/MCM | Admin Exp | Grantee Administration | 93,500 | 0.005 | FTE | 449 |
| V Daniels | Bookkeeper | Patient Coord/MCM | Admin Exp | Grantee Administration | 85,000 | 0.005 | FTE | 407 |
| M Wells | Executive Director | Med Case Mgt, Substance Abuse Svcs & Test Kits | Admin Exp | Grantee Administration | 93,500 | 0.005 | FTE | 487 |
| V Daniels | Bookkeeper | Med Case Mgt, Substance Abuse Svcs & Test Kits | Admin Exp | Grantee Administration | 85,000 | 0.005 | FTE | 443 |
| | | | | | | | | - |
| Total Personnel | | | | | | | | 1,786 |
| Fringe Benefits | | | | | | | | |
| M Wells | Executive Director | Patient Coord/MCM | Admin Exp | Grantee Administration | 449 | 0.375 | Fringe Rte | 168 |
| V Daniels | Bookkeeper | Patient Coord/MCM | Admin Exp | Grantee Administration | 407 | 0.375 | Fringe Rte | 153 |
| M Wells | Executive Director | Med Case Mgt, Substance Abuse Svcs & Test Kits | Admin Exp | Grantee Administration | 487 | 0.375 | Fringe Rte | 183 |
| V Daniels | Bookkeeper | Med Case Mgt, Substance Abuse Svcs & Test Kits | Admin Exp | Grantee Administration | 443 | 0.375 | Fringe Rte | 166 |
| | | | | | - | | | - |
| Total Fringe Benefits | | | | | | | | 670 |
| Contractual | | | | | | | | |
| S Drucker, LCSW | | | | | | | | |
| Patient Coordination | Case Manager | Patient Coord/MCM | EIS | Outpatient / Ambulatory Health Services | 89,440 | 0.123 | FTE | 11,002 |
| Medical Case Management | Case Manager | Med Case Mgt, Substance Abuse Svcs & Test Kits | CMS | Medical Case Management | 89,440 | 0.100 | FTE | 8,944 |
| Substance Abuse Assessments | Case Manager | Med Case Mgt, Substance Abuse Svcs & Test Kits | CMS | Substance Abuse Services Outpatient | 89,440 | 0.035 | FTE | 3,130 |
| Clinic Travel | Case Manager | Patient Coord/MCM | EIS | Outpatient / Ambulatory Health Services | 200 | 0.580 | Mileage | 116 |
| | | | | | | | | - |
| Total S Drucker, LCSW | | | | | | | | 23,192 |
| Total Contractual | | | | | | | | 23,192 |
| Indirect | | Patient Coord/MCM | Admin Exp | Grantee Administration | 1,786 | 0.057 | Indirect | 102 |
| Total Subcontract | | | | | | | | 25,750 |

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

# EXHIBIT D

## Special Terms and Conditions

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

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

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

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

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

### Index of Special Terms and Conditions


| | | | |
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| 18. | Human Subjects Use Requirements | | |

1. **Federal Equal Opportunity Requirements**

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. **Travel and Per Diem Reimbursement**

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

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

3. **Procurement Rules**

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

a. **Equipment/Property definitions**

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

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

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

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

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

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

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

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

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

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

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

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

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

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

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

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

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

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

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

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

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

5. **Subcontract Requirements**

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole re performance of this Agreement. Rice, Audrey (AudreyRice@countyofplumas.com) is signed

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

**6. Income Restrictions**

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

7. **Audit and Record Retention**

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

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. **Site Inspection**

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

9. **Federal Contract Funds**

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

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

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

**10. Termination**

**a. For Cause**

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

**b. For Convenience**

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

**11. Intellectual Property Rights**

**a. Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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

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

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

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

**b. Retained Rights / License Rights**

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

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

c. **Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. **Patent Rights**

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

e. **Third-Party Intellectual Property**

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

f. **Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

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

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

**g. Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

h. **Federal Funding**

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

i. **Survival**

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

**12. Air or Water Pollution Requirements**

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

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

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

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

**14. Confidentiality of Information**

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

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

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

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

**16. Dispute Resolution Process**

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

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

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

17. **Financial and Compliance Audit Requirements**

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement: the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

**18. Human Subjects Use Requirements**

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

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

**19. Novation Requirements**

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

**20. Debarment and Suspension Certification**

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

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. Smoke-Free Workplace Certification**

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

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. Officials Not to Benefit**

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

**26. Four-Digit Date Compliance**

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

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

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

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

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

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

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

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

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

30. **Union Organizing**

(Applicable only to grant agreements.)

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

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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

(Applicable only to nonprofit organizations.)

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

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

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

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

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

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

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

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

**32. Suspension or Stop Work Notification**

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

**33. Public Communications**

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

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

**34. Compliance with Statutes and Regulations**

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

**35. Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities"') if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant,

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

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

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

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

| | |
|---|---|
| Great Northern Services<br>Name of Contractor | Marie-Josée Wells<br>Printed Name of Person Signing for Contractor |
| Part C<br>Contract / Grant Number | Signature of Person Signing for Contractor |
| 6/12/2023<br>Date | CEO<br>Title |

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

**Attachment 2**

## CERTIFICATION REGARDING LOBBYING

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

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

## EXHIBIT E
## Additional Provisions

1. **Insurance Requirements**
   A. General Provisions Applying to All Policies
      1) Coverage Term– Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this Agreement terms.
      2) Policy Cancellation or termination and Notice of Non-Renewal– Contractor shall provide to the CDPH with five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contact upon the occurrence of such event, subject to the provisions of this Contract.
      3) Premiums, Assessments and Deductibles- Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
      4) Primary Clause- Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
      5) Insurance Carrier Required Rating- All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion of all its insurance, review of financial information including a letter of credit may be required.
      6) Endorsements- Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
      7) Inadequate Insurance– Inadequate or lack of Insurance does not negate Contractor's obligations under the Agreement.
      8) Use of Subcontractors– In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contactor's insurance or supple evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.
   B. Insurance Coverage Requirements
      Contractor shall display evidence of certificate of insurance evidencing the following coverage:

      1) Commercial General Liability– Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under as insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are

concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required)- Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope other Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3) Workers Compensation and Employers Liability (when required)- Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4) Professional liability (when required)- Contractor shall maintain professional liability covering any damages caused by negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
5) Environmental/Pollution Liability (when required)- Contractor shall maintain pollution liability for limits not less than 1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, " The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
6) Aircraft Liability (when required)- Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include," The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

# EXHIBIT F

**Federal Terms and Conditions**

*(For federally funded Cooperative Agreements)*

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

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

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**


1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. **Federal Contract Funds**

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

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

   b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

   c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

   d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. **Federal Equal Opportunity Requirements**

   Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

   b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

   c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, 'Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

3. **Debarment and Suspension Certification**

a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. **Covenant Against Contingent Fees**

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

5. **Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

6. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

# EXHIBIT G
## Sub Contractor HIV/AIDS Confidentiality Agreement

State of California
Health and Human Services Agency

California Department of Public Health

### Agreement by Employee/Sub Contractor to Comply with Confidentiality Requirements

**Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure**

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered confidential public health record(s) under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

| | | |
|---|---|---|
| Stan Duecker | Independant Contractor | 6/12/2023 |
| Employee name (print) | Employee Signature | Date |
| | | |
| Supervisor name (print) | Supervisor Signature | Date |
| Great Northern Services | | |
| Name of Employer | | |

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

**EXHIBIT H**
**Sub Contractor Certification**

# Contractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
|---|---|
| Great Northern Services | 94-2562423 |

By (Authorized Signature)

Printed Name and Title of Person Signing
Marie-Josée Wells, CEO

| Date Executed | Executed in the County of |
|---|---|
| 6/12/2023 | Siskiyou |

**CONTRACTOR CERTIFICATION CLAUSES**

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

# EXHIBIT I
## Information Privacy and Security Requirements

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), and within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

| CDPH Program Contract Manager | CDPH Privacy Officer | CDPH Chief Information Security Officer |
|---|---|---|
| See the Scope of Work exhibit for Program Contract Manager | Privacy Officer<br>Privacy Office<br>Office of Legal Services<br>California Dept. of Public Health<br>1415 L Street, 5th Floor<br>Sacramento, CA 95814<br><br>Email: privacy@cdph.ca.gov<br>Telephone: (877) 421-9634 | Chief Information Security Officer<br>Information Security Office<br>California Dept. of Public Health<br>P.O. Box 997377<br>MS6302<br>Sacramento, CA 95899-7413<br><br>Email: cdphiso@cdph.ca.gov<br>Telephone: (855) 500-0016 |

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

**Attachment 1**
Contractor Data Security Standards

1. **General Security Controls**

   A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

   B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

   C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

   D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

   E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

   F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

   G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

   H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

   I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

**2. System Security Controls**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. **Audit Controls**

   A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

   B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

   C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

   A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

   B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. **Paper Document Controls**

   A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

   B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

   C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

   D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

# EXHIBIT J

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. MJW Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

| *Company Name (Printed)* Great Northern Services | *Federal ID Number* 94-2562423 |
|---|---|
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* Marie-Josée Wells, CEO | |
| *Date Executed* 6/12/2023 | *Executed in the County and State of* Siskiyou |

# PLUMAS COUNTY
# PUBLIC HEALTH AGENCY
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Audrey Rice, Administrator Assistant II** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve and authorize the Chair to ratify and sign (2) two Agreements between Plumas County Public Health Agency and Rhonda Lee Brown, RN; to provide services for the Ryan White PARTB and PARTC Programs for Fiscal Year 2023-2024; effective April 1, 2023; not to exceed amounts PARTB $9,124.00 and PARTC $5,350.00; no impact to the General Fund; approved as to form by County Counsel.** |

**Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign contracts with Great Northern Services for both PARTB and PARTC.

**Background and Discussion:**

Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs for Plumas, Sierra, Lassen, Modoc and Siskiyou Counties. Plumas County Public Health Agency will continue to serve our five-county region for the Ryan White Programs.

Ryan White PARTB funds provide the planning, development and delivery of comprehensive outpatient and support services for people with HIV/AIDS and their families within the (5) five county regions of Modoc, Lassen, Plumas, Siskyou and Sierra counties. The program is designed to provide direct medical and psychosocial care, support services such as food, housing and utilities, and case management services. The goal of the program is to prolong the health and productivity of those living with HIV/AIDS and reduce or avoid future HIV/AIDS health care costs.

**Action:**

Approve and authorize the Chair to ratify and sign (2) two Agreements between Plumas County Public Health Agency and Rhonda Lee Brown, RN; to provide services for the Ryan White PARTB and PARTC Programs for Fiscal Year 2023-2024.

**Fiscal Impact**:

There is no fiscal impact to the General Fund as these contracts are fully funded through various programs in Public Health.

**Attachments:**

1. 23-443 PARTC2324BROWN
2. 23-453 PARTB2324BROWN

PARTC2324BROWN

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and RHONDA LEE BROWN, REGISTERED NURSE, an individual, (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Sub 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 Sub Contractor under this Agreement shall not exceed Five Thousand Three Hundred Fifty Dollars ($5,350.00).

3. Term. The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from April 1, 2023 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 Sub Contractor or furnish any other consideration under this Agreement and Sub 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 Sub 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. Sub 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. Sub 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. Sub Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Sub 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 Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Sub Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Sub Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Sub 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. Sub 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 Sub 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 Sub 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, Sub 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. Sub Contractor shall require all Sub Contractors to comply with all indemnification and insurance requirements of this agreement, and Sub Contractor shall verify Sub Contractor's compliance.

10. Licenses and Permits. Sub 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 Sub Contractor to practice its profession and to perform its duties and obligations under this Agreement. Sub Contractor represents and warrants to County that Sub 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 Sub 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 Sub Contractor is not acting hereunder as an employee of the County, but solely as an independent Sub Contractor. Sub 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, Sub Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Sub 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. Sub Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Sub 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. Sub 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 Sub Contractor.

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

County:

Plumas County Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Public Health Program Division Chief

Sub Contractor:

Rhonda Lee Brown, RN
5724 Harbor View Drive
Weed, CA 96094

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 Sub Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

25. Suspension and Debarment. The County does not employ vendors or Sub 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 Sub Contractor is required to verify that none of the Sub 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 Sub 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 Sub Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

| | | |
|---|---|---|
| **Exhibit A** | Scope of Work | 3 Pages |
| **Exhibit B** | Fee Schedule | 1 Page |
| **Exhibit B-I** | Budget | 1 Page |
| **Exhibit C** | General Terms and Conditions (GTC-610) | 4 Pages |
| **Exhibit D** | Special Terms and Conditions | 26 Pages |
| **Exhibit E** | Additional Provisions | 2 Pages |
| **Exhibit F** | Federal Terms and Conditions | 5 Pages |
| **Exhibit G** | Sub Contractor HIV/AIDS Confidentiality Agreement | 2 Pages |
| **Exhibit H** | Sub Contractor Certification (CCC-307) | 5 Pages |
| **Exhibit I** | Information Privacy and Security Requirements | 11 Pages |
| **Exhibit J** | Darfur Contracting Act Certification | 1 Page |

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

**SUB CONTRACTOR:**

Rhonda Lee Brown, RN, an individual

By: Rhonda Brown
Rhonda Lee Brown, RN
Date signed: 6/14/2023

**COUNTY:**

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

By: _____
Dana Loomis
Director of Public Health
Date signed: 6/14/2023

By: _____
Dwight Ceresola
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By: _____
Heidi White
Clerk of the Board
Date Signed:

Approved as to form:

_____
Joshua Brechtel
Deputy County Counsel

## EXHIBIT A

### Scope of Work

1. Serve as the patient coordinator for the Mountain Counties EIS Program in Siskiyou County, provides patient coordination to 35-45 EIS enrolled patients in coordination with the primary medical provider and the HIV Consultant, as outlined in the HIV Early Intervention Services (EIS) Patient Coordinator Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.

2. Coordinate and facilitate case conference with medical provider and HIV consultant during six HIV clinic days.

3. Provide treatment adherence education, health education and risk reduction education to EIS patients; facilitate and track all health and social service referrals.

4. Participate in quarterly Regional Continuous Quality Improvement Committee meetings and in ongoing quality improvement projects.

   *Current Quality Measurement goals include:*
   85% of HIV+ women will receive annual PAP screening.
   85% of all HIV patients will have documented HCV status in chart/ARIES' database.
   75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES.
   75% of all HIV patients using tobacco will receive cessation education & information.
   75% of all HIV patients will achieve viral load suppression <200 copies.
   80% of all HIV patients will be retained in care – New patients seen every 4 months. Ongoing patients seen every 6 months.

5. Collect and input required client data for EIS Program, generate data reports, and annual RSR Report.

6. Invoice for services at least quarterly (see SUB Contractors' budget).

7. Provide PCPHA with a copy of provider's license and proof of liability insurance.

**Reporting and Performance Requirements:**

1. The Sub Contractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

   A. Invoice for actual services at least quarterly. Funds may only be used to pay for allowable categories of services outlined in the Scope of Services (Exhibit A) attached.

   B. Provide PCPHA with a copy of professional license and proof of liability insurance.

**HIV Early Intervention Services Patient Coordinator Job Description**

**Job Summary:** This subcontracted position reports to the EIS CQI/Program Coordinator and Project Director and is responsible for intake, service plan development, coordination of HIV clinical services, and advocacy related to the PCPHA Early Intervention Services (EIS) Program.

**Job Duties and Responsibilities:**

- Counsels and assists the EIS client and significant others about HIV progression, management and transmission, adherence to medication regimens, community resources and benefits.
- Coordinates with EIS team the development of a written service plan for each EIP client.
- Oversees the EIS client's service plan schedule, assisting him/her to follow the recommendations (e.g., referrals, tests, nutritional counseling, substance abuse counseling, special appointments, etc.).
- Coordinates and facilitates a client case conference to assess the EIS client's progress, quality of care given, and the ongoing need and eligibility for EIS services; uses case conference information to update the service plan.
- Investigates and resolves problems in direct EIS client services and ensures compliance with regulations and standards.
- Works closely with the CQI/Program Coordinator to ensure comprehensive program delivery and quality patient care. Assists in the development of goals and objectives for the quality assurance program.
- Coordinates EIS multidisciplinary team meetings and works with all EIS staff to analyze, monitor and ensure high levels of quality performance and productivity.
- Assures confidentiality of medical records and other client information.
- Attends required meetings and participates in committees as necessary.
- Participates in professional development activities to keep current with health care trends and practices in HIV clinical services management.
- Gathers data and reports monthly and annually for statistical and planning purposes.
- Ensures the coordination of community awareness activities on behalf of EIS Clinical Services.
- Performs related work as required. Attends required meetings and participates in committees as necessary.

**Knowledge and Abilities:**

- Knowledge of current developments in the field of HIV primary care and community HIV care resources.
- Knowledge of the scope of practice for RNs, PHNs, LCSWs or MFTs.
- Knowledge of universal precautions.
- Minimum of 3 years' experience in primary care or case management services with HIV/AIDS clients.
- Management or charge nurse education and experience preferred.
- Computer experience preferred.
- Completion of an Accredited California State Approved RN or LCSW program. License current and in good standing.
- Current CPR certification.

# EXHIBIT B

## Fee Schedule

**Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Sub Contractor for actual expenditures incurred in accordance with this service agreement.

A. Invoice(s) Shall:

1) Be prepared on Sub Contractor letterhead or signed by authorized personnel.
2) Bear the Sub Contractor's name and Agreement Number.
3) Identify the billing and/or performance period covered on the invoice.
4) Include services that were not covered by Medi-Cal or private insurance.
2) Include dates of services, client name/number, services provided and cost of service

B. Invoice(s) Schedule:

| Invoice | Invoice Period | Invoice Due Date |
|---|---|---|
| First Quarter | April 1st – June 30th | July 15th |
| Second Quarter | July 1st – September 30th | October 15th |
| Third Quarter | October 1st – December 31st | January 15th |
| Fourth Quarter | January 1st – March 31st | March 15th |

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Five Thousand Three Hundred Fifty Dollars ($5,350.00).

# EXHIBIT B-1

## Budget

**Subcontractor Budget**

| | |
|---|---|
| Program | Part-C |
| Subcontractor | Rhonda Brown, RN |
| Contract Year | April 1, 2023 - March 31, 2024 |
| Percent Spent | |

| | Description | Budget Line | Program Category | Service Category | Amount | Rate | Rate Type | Contract Cost |
|---|---|---|---|---|---|---|---|---|
| Personnel | | | | | | | | |
| Rhonda Brown, R.N. | | Patient Coord/MCM | EIS | Outpatient / Ambulatory Health Services | 85 | 45.000 | Hrly Rte | 3,744 |
| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | | | | - |
| Total Personnel | | | | | | | | 3,744 |
| Travel | | | | | | | | |
| Travel to clinics (.53/mile) | | Patient Coord/MCM | EIS | Outpatient / Ambulatory Health Services | 200 | 1.000 | Unit Cost | 200 |
| Travel to CQI meetings | | Continuing Education for Clinic Staff CQM | CQM | CQI management activites | 431 | 1.000 | Unit Cost | 431 |
| Professional Development: | RIV Training & Education | Continuing Education for Clinic Staff CQM | CQM | CQI management activites | 900 | 1.000 | Unit Cost | 900 |
| | | | | | | | | - |
| Total Travel | | | | | | | | 1,531 |
| Indirect | | Patient Coord/MCM | Admin Exp | Grantee Administration | 3,744 | 0.020 | | 75 |
| Total Subcontract | | | | | | | | 5,350 |

## CALIFORNIA BOARD OF REGISTERED NURSING - BRN

### LICENSING DETAILS FOR: 528325

**NAME:** BROWN, RHONDA LEE
**LICENSE TYPE:** REGISTERED NURSE
**PRIMARY STATUS:** CURRENT
**QUALIFICATION:** PSYCHIATRIC/MENTAL HEALTH ◆ LICENSED BY ENDORSEMENT ◆ INSTRUCTOR ◆ GERIATRICS
**ADDRESS NOT DISCLOSED**

**ISSUANCE DATE**
DECEMBER 9, 1996
**EXPIRATION DATE**
APRIL 30, 2024
**CURRENT DATE / TIME**
MARCH 15, 2023
9:0:34 AM

### DISCIPLINARY ACTIONS

- THERE ARE NO DISCIPLINARY ACTIONS AGAINST THE LICENSE.

### PUBLIC RECORD ACTIONS

- ADMINISTRATIVE DISCIPLINARY ACTIONS (NO RECORDS)
- COURT ORDER (NO RECORDS)
- LICENSE ISSUED WITH PUBLIC LETTER OF REPRIMAND (NO RECORDS)
- AUTO DISCLOSURE (NO RECORDS)
- PUBLIC DOCUMENTS (NO RECORDS)

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

# EXHIBIT D

## Special Terms and Conditions

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

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

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

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

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

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**1. Federal Equal Opportunity Requirements**

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

**2. Travel and Per Diem Reimbursement**

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

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

**3. Procurement Rules**

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

a. **Equipment/Property definitions**

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

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

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

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

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

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

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

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

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

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

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

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

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

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

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

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

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

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

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

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

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

**5. Subcontract Requirements**

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole re
performance of this Agreement.

Rice, Audrey (AudreyRice@countyofplumas.com) is signed

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

**6. Income Restrictions**

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

**7. Audit and Record Retention**

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

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

**8. Site Inspection**

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

**9. Federal Contract Funds**

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

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

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

**10. Termination**

a. **For Cause**

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

b. **For Convenience**

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

**11. Intellectual Property Rights**

**a. Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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

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

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

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

**b. Retained Rights / License Rights**

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

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

**c. Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

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

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

**g. Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

**h. Federal Funding**

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

**i. Survival**

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

**12. Air or Water Pollution Requirements**

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

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

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

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

**14. Confidentiality of Information**

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

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

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

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

**16. Dispute Resolution Process**

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

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

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

**17. Financial and Compliance Audit Requirements**

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

**18. Human Subjects Use Requirements**

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

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

**19. Novation Requirements**

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

**20. Debarment and Suspension Certification**

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

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. Smoke-Free Workplace Certification**

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

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. Officials Not to Benefit**

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

**26. Four-Digit Date Compliance**

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

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

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

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

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

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

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

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

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

**30. Union Organizing**

(Applicable only to grant agreements.)

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

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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

(Applicable only to nonprofit organizations.)

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

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

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

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

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

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

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

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

**32. Suspension or Stop Work Notification**

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

**33. Public Communications**

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

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

**34. Compliance with Statutes and Regulations**

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

**35. Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant,

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

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

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

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

| | |
|---|---|
| Rhonda Brown | Rhonda Brown |
| Name of Contractor | Printed Name of Person Signing for Contractor |
| Rhonda Brown | |
| Contract / Grant Number | Signature of Person Signing for Contractor |
| 6/14/2023 | Sole Propieter |
| Date | Title |

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

**Attachment 2**

## CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| [X] a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | [X] a. bid/offer/application<br>b. initial award<br>c. post-award<br>Subcontractor | [ ] a. initial filing<br>b. material change<br>For Material Change Only:<br>Year 23-24 quarter _____<br>date of last report _____. |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: |
|---|---|
| [X] Prime [ ] Subawardee<br>Tier ___, if known:<br>5724 Harborview Drive<br>Weed, CA96094<br>Congressional District, If known: | Congressional District, If known: |
| 6. Federal Department/Agency | 7. Federal Program Name/Description:<br>CDFA Number, if applicable: ____ |
| 8. Federal Action Number, if known: | 9. Award Amount, if known:<br>$ |
| 10.a. Name and Address of Lobbying Registrant<br>*(If individual, last name, first name, MI):* | b. Individuals Performing Services *(including address if different from 10a.*<br>*(Last name, First name, MI):* |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure. | Signature: Rhonda Brown<br>Print Name: Rhonda Brown<br>Title: Sole Proprietor<br>Telephone No.: 530-526-4769 Date: 6/14/2023 |
| **Federal Use Only** | Authorized for Local Reproduction<br>Standard Form-LLL (Rev. 7-97) |

## EXHIBIT E
## Additional Provisions

**1. Insurance Requirements**

A. General Provisions Applying to All Policies

1) Coverage Term– Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this Agreement terms.
2) Policy Cancellation or termination and Notice of Non-Renewal– Contractor shall provide to the CDPH with five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contact upon the occurrence of such event, subject to the provisions of this Contract.
3) Premiums, Assessments and Deductibles- Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4) Primary Clause- Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5) Insurance Carrier Required Rating- All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion of all its insurance, review of financial information including a letter of credit may be required.
6) Endorsements- Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7) Inadequate Insurance– Inadequate or lack of Insurance does not negate Contractor's obligations under the Agreement.
8) Use of Subcontractors– In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contactor's insurance or supple evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1) Commercial General Liability– Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under as insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required)- Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope other Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3) Workers Compensation and Employers Liability (when required)- Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4) Professional liability (when required)- Contractor shall maintain professional liability covering any damages caused by negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
5) Environmental/Pollution Liability (when required)- Contractor shall maintain pollution liability for limits not less than 1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, " The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
6) Aircraft Liabilty (when required)- Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include," The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

# EXHIBIT F

**Federal Terms and Conditions**

*(For federally funded Cooperative Agreements)*

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

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

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**


1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. **Federal Contract Funds**

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

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

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. **Federal Equal Opportunity Requirements**

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

3. **Debarment and Suspension Certification**

a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

**4. Covenant Against Contingent Fees**

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

**5. Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

6. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

# EXHIBIT G
## Sub Contractor HIV/AIDS Confidentiality Agreement

State of California
Health and Human Services Agency

California Department of Public Health

### Agreement by Employee/Sub Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered confidential public health record(s) under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

| Rhonda Brown | Rhonda Brown | 6/14/2023 |
|---|---|---|
| Employee name (print) | Employee Signature | Date |
| | | |
| Supervisor name (print) | Supervisor Signature | Date |

Plumas County Public Health Agency
Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

**EXHIBIT H**
**Sub Contractor Certification**

# Contractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
|---|---|
| Rhonda Brown | |

By (Authorized Signature)

Rhonda Brown

Printed Name and Title of Person Signing

Rhonda Brown

| Date Executed | Executed in the County of |
|---|---|
| 6/14/2023 | Siskiyou |

**CONTRACTOR CERTIFICATION CLAUSES**

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

# EXHIBIT I
## Information Privacy and Security Requirements

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numberslisted in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

| CDPH Program Contract Manager | CDPH Privacy Officer | CDPH Chief Information Security Officer |
|---|---|---|
| See the Scope of Work exhibit for Program Contract Manager | Privacy Officer<br>Privacy Office<br>Office of Legal Services<br>California Dept. of Public Health<br>1415 L Street, 5th Floor<br>Sacramento, CA 95814<br><br>Email: privacy@cdph.ca.gov<br>Telephone: (877) 421-9634 | Chief Information Security Officer<br>Information Security Office<br>California Dept. of Public Health<br>P.O. Box 997377<br>MS6302<br>Sacramento, CA 95899-7413<br><br>Email: cdphiso@cdph.ca.gov<br>Telephone: (855) 500-0016 |

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI.The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

**Attachment 1**
Contractor Data Security Standards

1. **General Security Controls**

   A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

   B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

   C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

   D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

   E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

   F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

   G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

   H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

   I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

**2. System Security Controls**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. **Audit Controls**

   A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

   B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

   C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

   A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

   B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. **Paper Document Controls**

   A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

   B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

   C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

   D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

# EXHIBIT J

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. RB Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

| *Company Name (Printed)* Rhonda Brown | *Federal ID Number* |
|---|---|
| *By (Authorized Signature)* Rhonda Brown | |
| *Printed Name and Title of Person Signing* Rhonda Brown | |
| *Date Executed* 6/14/2023 | *Executed in the County and State of* Siskiyou |

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and RHONDA LEE BROWN, REGISTERED NURSE, an individual, (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Sub 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 Sub Contractor under this Agreement shall not exceed Nine Thousand One Hundred Twenty-Four Dollars ($9,124.00).

3. Term. The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from April 1, 2023 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 Sub Contractor or furnish any other consideration under this Agreement and Sub 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 Sub 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. Sub 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. Sub 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. Sub Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Sub 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 Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Sub Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Sub Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Sub 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. Sub 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 Sub 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 Sub 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, Sub 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. Sub Contractor shall require all Sub Contractors to comply with all indemnification and insurance requirements of this agreement, and Sub Contractor shall verify Sub Contractor's compliance.

10. Licenses and Permits. Sub 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 Sub Contractor to practice its profession and to perform its duties and obligations under this Agreement. Sub Contractor represents and warrants to County that Sub 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 Sub 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 Sub Contractor is not acting hereunder as an employee of the County, but solely as an independent Sub Contractor. Sub 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, Sub Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Sub 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. Sub Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Sub 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. Sub 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 Sub Contractor.

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

County:

Plumas County Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Nicole Reinert, Public Health Program Division Chief

Sub Contractor:

Rhonda Lee Brown, RN
5724 Harbor View Drive
Weed, CA 96094

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 Sub Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

25. Suspension and Debarment. The County does not employ vendors or Sub 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 Sub Contractor is required to verify that none of the Sub 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 Sub 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 Sub Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

| | | |
|---|---|---|
| **Exhibit A** | Scope of Work | 3 Pages |
| **Exhibit B** | Fee Schedule | 1 Page |
| **Exhibit B-I** | Budget | 1 Page |
| **Exhibit C** | General Terms and Conditions (GTC-610) | 4 Pages |
| **Exhibit D** | Special Terms and Conditions | 26 Pages |
| **Exhibit E** | Additional Provisions | 2 Pages |
| **Exhibit F** | Federal Terms and Conditions | 5 Pages |
| **Exhibit G** | Sub Contractor HIV/AIDS Confidentiality Agreement | 2 Pages |
| **Exhibit H** | Sub Contractor Certification (CCC-307) | 5 Pages |
| **Exhibit I** | Information Privacy and Security Requirements | 11 Pages |
| **Exhibit J** | Darfur Contracting Act Certification | 1 Page |

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

**SUB CONTRACTOR:**

Rhonda Lee Brown, RN, an Individual

By: Rhonda Brown
Rhonda Lee Brown, RN
Date signed:

**COUNTY:**

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

By:
Dana Loomis
Director of Public Health
Date signed: 6/14/2023

By:
Dwight Ceresola
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:
Heidi White
Clerk of the Board
Date Signed:

Approved as to form:

Joshua Brechtel
Deputy County Counsel

## EXHIBIT A

### Scope of Work

**Ryan White Required Services:** The Sub Contractor will provide medical case management services to persons with HIV in Siskiyou County as follows:

a. Medical case management services. Provides a range a client centered services that link clients with health care, psychosocial and other services; provides coordination and follow-up of medical treatments; ensures timely and coordinated access to medically appropriate levels of health and support services and continuity of care through ongoing assessment of the client's and other key family members' needs and personal support systems; includes the provision of treatment adherence counseling to ensure readiness for and adherence to complex HIV/AIDS treatments, regular assessment of service needs, development of a comprehensive service plan, coordination of services required to implement plan, regular client follow-up to assess efficacy of plan, and periodic evaluation and revision of plan; includes regular face-to-face client contact, as well as follow-up telephone and written contact.

b. Provide one face to face visit with each client at a minimum of every ninety (90) days, ensure that CARE Act funds allocated to Siskiyou County clients are payer of last resort.

c. Maintain client chart including appropriate update of chart forms and notes and obtaining copies of all pertinent medical records and notes from primary care provider.

d. Ensure that client grievance procedures are in place and that clients receive a written copy of this procedure every year.

e. Provide case findings and outreach efforts to at risk populations in Siskiyou County.

f. Participate in clinical quality improvement related to support and care services in Siskiyou County.

g. Ensure that medical care and supportive care are at a minimum, consistent with Public Health Service guidelines.

h. Attendance at MCHAC meetings and report on program, and participation on MCHAC committees, as needed.

i. Will offer partner services either directly or by referral to each HIV + individual. **(See HIV Partner Services Policy).**

**Reporting and Performance Requirements:** The Sub Contractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

a. Data input of activities and services in ARIES System on at least a bi-weekly basis.

b. Provide Quarterly Client Report Form.

c. Provide Quarterly HOPWA Report Form in coordination with the fiscal agent.

d. Provide Quarterly Progress and RDR Provider Data Report, as required by the State Office of AIDS.

**HIV Partner Services Policy**

**Policy:** HIV Partner Services will be offered to clients in accordance with Management Memorandum #15-06.

**Purpose:** HIV Partner Services is recognized by the Centers for Disease Control as a valuable intervention to support early identification of HIV and offers opportunities to identify individuals who have fallen out of medical care and link them to care. HIV Partner Services **(PS)** is a free, confidential service, supporting persons living with HIV in navigating disclosure around their HIV status to past, present or future partners. It includes confidential counseling and a comprehensive discussion with the HIV positive individual about the options for partner notification and provides assistance in notifying sexual and/or needle sharing partners of possible exposure to HIV.

**Procedure:** Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes clients who: 1) have a new HIV diagnosis, 2) have a detectable viral load, and 3) have a new STI diagnosis.

**After identifying a high-risk individual, the service provider will:**

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.

2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.

3. If the client agrees to participate in partner services, interview him or her about partners he or she had within a defined period of time. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.

4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be done by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.

5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention or social services.

6. Follow-up with both the client and each partner to ensure they have accessed medical care.

**The following principles should be followed when providing partner services:**

Client centered. All steps of the partner services process should be tailored to the behaviors.

- circumstances, and specific needs of each client.

- Confidential. Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient must never be revealed, and no information about partners should be conveyed back to the index patient.

- Voluntary and non-coercive. Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.

- Free. Partner services should be free of charge for infected persons and their partners.

- Accessible and available to all. Partner services should be accessible and available to all infected persons regardless of where they are tested or receive a diagnosis and whether they are tested confidentially or anonymously. Because of the chronic nature of HIV infection, partner services for IIIV should not be a one- time event. They should be offered as soon as HIV-infected persons learn their serostatus and should be available throughout their counseling and treatment. HIV-infected persons should have the ability to access partner services whenever needed.

## EXHIBIT B

### Fee Schedule

**Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Sub Contractor for actual expenditures incurred in accordance with this Service Agreement.

A. Invoice(s) Shall.

1) Include backup documentation to support the invoice,
2) Bear the Sub Contractor's name and Agreement Number exactly as shown on the Agreement.
3) Identify the expense, billing and/or performance period covered on invoice.
4) Invoice(s) must be signed by authorized personnel.

B. Invoice(s) Schedule:

| Invoice | Invoice Period | Invoice Due Date |
|---|---|---|
| First Quarter. | April -June 30 | July 15 |
| Second Quarter | July 1-September 30 | October 15 |
| Third Quarter | October 1-December 31 | January 15 |
| Fourth Quarter | January 1-March 31 | April 15 |

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21.Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Nine Thousand One Hundred Twenty-Four Dollars ($9,124.00).

# EXHIBIT B-1

## Budget

Subcontractor Budget

| | | |
|---|---|---|
| Program | | Part-B |
| Contractor | | Rhonda Brown |
| Begin | | 4/1/2023 |
| Contract Year End: | | 3/31/2024 |
| Days in Year Elapsed | 33.00 | |
| | 0% | |

| | PY Budgeted Cost | Program Category | Service Category | Amount | Rate | Rate Type | Contract Cost | Budget Notes |
|---|---|---|---|---|---|---|---|---|
| Personnel | | | | | | | | |
| Rhonda Brown, R.N. | 8,944 | Core Services | Medical Case Mgt Svcs | 199 | 45.000 | Hrly Rte | 8,944 | Per e-mail dated 2/4/21 |
| | - | | | | | | - | Increased rate to 45 reduced hours to keep bottom line |
| | - | | | | | | - | |
| | - | | | | | | - | |
| | - | | | | | | - | |
| Total Personnel | 8,944 | | | | | | 8,944 | |
| Travel | | | | | | | | |
| Travel | 180 | Core Services | Medical Case Mgt Svcs | 180 | 1.000 | Unit Cost | 180 | |
| | - | | | | | | - | |
| | - | | | | | | - | |
| | - | | | | | | - | |
| | - | | | | | | - | |
| Total Travel | 180 | | | | | | 180 | |
| Contract Total | 9,124 | | | | | | 9,124 | |

## CALIFORNIA BOARD OF REGISTERED NURSING - BRN

### LICENSING DETAILS FOR: 528325

**NAME:** BROWN, RHONDA LEE
**LICENSE TYPE:** REGISTERED NURSE
**PRIMARY STATUS:** CURRENT
**QUALIFICATION:** PSYCHIATRIC/MENTAL HEALTH ❖ LICENSED BY ENDORSEMENT ❖ INSTRUCTOR ❖ GERIATRICS
**ADDRESS NOT DISCLOSED**

**ISSUANCE DATE**
DECEMBER 9, 1996
**EXPIRATION DATE**
APRIL 30, 2024
**CURRENT DATE / TIME**
MARCH 16, 2023
9:0:34 AM

### DISCIPLINARY ACTIONS

› THERE ARE NO DISCIPLINARY ACTIONS AGAINST THE LICENSE.

### PUBLIC RECORD ACTIONS

› ADMINISTRATIVE DISCIPLINARY ACTIONS (NO RECORDS)

› COURT ORDER (NO RECORDS)

› LICENSE ISSUED WITH PUBLIC LETTER OF REPRIMAND (NO RECORDS)

› AUTO DISCLOSURE (NO RECORDS)

› PUBLIC DOCUMENTS (NO RECORDS)

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

# EXHIBIT D

## Special Terms and Conditions

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

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

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

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

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

### Index of Special Terms and Conditions


| | | | |
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| 13. | Prior Approval of Training Seminars, Workshops or Conferences | 31. | Contract Uniformity (Fringe Benefit Allowability) |
| 14. | Confidentiality of Information | 32. | Suspension or Stop Work Notification |
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| 18. | Human Subjects Use Requirements | | |

**1. Federal Equal Opportunity Requirements**

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

**2. Travel and Per Diem Reimbursement**

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

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

**3. Procurement Rules**

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

a. **Equipment/Property definitions**

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

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

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

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

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

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

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

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase

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

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

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

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

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

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

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

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

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

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

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

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

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

**5. Subcontract Requirements**

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole re
Rice, Audrey (AudreyRice@countyofplumas.com) is signed
performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

**6. Income Restrictions**

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

7. **Audit and Record Retention**

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

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. **Site Inspection**

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

9. **Federal Contract Funds**

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

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

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

**10. Termination**

a. **For Cause**

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

b. **For Convenience**

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

**11. Intellectual Property Rights**

a. **Ownership**

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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

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

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

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

**b. Retained Rights / License Rights**

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

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

**c. Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

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

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

**g. Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its

authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

**h. Federal Funding**

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

**i. Survival**

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

**12. Air or Water Pollution Requirements**

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

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

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

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

**14. Confidentiality of Information**

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

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

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

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

**16. Dispute Resolution Process**

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

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

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

**17. Financial and Compliance Audit Requirements**

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

**18. Human Subjects Use Requirements**

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

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

**19. Novation Requirements**

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

**20. Debarment and Suspension Certification**

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

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. Smoke-Free Workplace Certification**

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

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. Officials Not to Benefit**

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

**26. Four-Digit Date Compliance**

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

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

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

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

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

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

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

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

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

**30. Union Organizing**

(Applicable only to grant agreements.)

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

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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

(Applicable only to nonprofit organizations.)

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

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

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

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

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

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

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

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

**32. Suspension or Stop Work Notification**

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

**33. Public Communications**

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

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

**34. Compliance with Statutes and Regulations**

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

**35. Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant,

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

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

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

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

| | |
|---|---|
| Rhonda Brown | Rhonda Brown |
| Name of Contractor | Printed Name of Person Signing for Contractor |
| | |
| Contract / Grant Number | Signature of Person Signing for Contractor |
| 6/14/2023 | Sole Proprietor |
| Date | Title |

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

**Attachment 2**

## CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

| | | |
|---|---|---|
| 1. Type of Federal Action:<br>[X] a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | 2. Status of Federal Action:<br>[ ] a. bid/offer/application<br>b. initial award<br>c. post-award<br>Subcontractor contract | 3. Report Type:<br>[ ] a. initial filing<br>b. material change<br>For Material Change Only:<br>Year 23-24 quarter _____<br>date of last report _____. |

| | |
|---|---|
| 4. Name and Address of Reporting Entity:<br>☐ Prime ☐ Subawardee Tier ___, if known:<br>Rhonda Brown<br>5724 Harborview Drive<br>Weed, CA 96094<br>Congressional District, If known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:<br>Congressional District, If known: |
| 6. Federal Department/Agency | 7. Federal Program Name/Description:<br>CDFA Number, if applicable: ____ |
| 8. Federal Action Number, if known: | 9. Award Amount, if known:<br>$ |
| 10.a. Name and Address of Lobbying Registrant<br>*(If individual, last name, first name, MI):* | b. Individuals Performing Services *(including address if different from 10a.*<br>*(Last name, First name, MI):* |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure. | Signature: Rhonda Brown<br>Print Name: Rhonda brown<br>Title: Sole Proprietor<br>Telephone No.: 530-526-4769 Date: 6/14/2023 |

| | |
|---|---|
| **Federal Use Only** | Authorized for Local Reproduction<br>Standard Form-LLL (Rev. 7-97) |

## EXHIBIT E
## Additional Provisions

**1. Insurance Requirements**

A. General Provisions Applying to All Policies

1) Coverage Term– Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this Agreement terms.
2) Policy Cancellation or termination and Notice of Non-Renewal– Contractor shall provide to the CDPH with five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contact upon the occurrence of such event, subject to the provisions of this Contract.
3) Premiums, Assessments and Deductibles- Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4) Primary Clause- Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5) Insurance Carrier Required Rating- All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion of all its insurance, review of financial information including a letter of credit may be required.
6) Endorsements- Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7) Inadequate Insurance– Inadequate or lack of Insurance does not negate Contractor's obligations under the Agreement.
8) Use of Subcontractors– In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contactor's insurance or supple evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1) Commercial General Liability– Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under as insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are

concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required)- Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope other Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3) Workers Compensation and Employers Liability (when required)- Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4) Professional liability (when required)- Contractor shall maintain professional liability covering any damages caused by negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
5) Environmental/Pollution Liability (when required)- Contractor shall maintain pollution liability for limits not less than 1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, " The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
6) Aircraft Liability (when required)- Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include," The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

# EXHIBIT F

**Federal Terms and Conditions**

*(For federally funded Cooperative Agreements)*

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

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

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**


1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. **Federal Contract Funds**

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

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

   b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

   c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

   d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. **Federal Equal Opportunity Requirements**

   Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

   b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

   c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

3. **Debarment and Suspension Certification**

a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

**4. Covenant Against Contingent Fees**

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

**5. Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

6. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

**EXHIBIT G**
**Sub Contractor HIV/AIDS Confidentiality Agreement**

State of California
Health and Human Services Agency

California Department of Public Health

## Agreement by Employee/Sub Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered confidential public health record(s) under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

| Rhonda Brown | Rhonda Brown | 6/14/2023 |
|---|---|---|
| Employee name (print) | Employee Signature | Date |
| | | |
| Supervisor name (print) | Supervisor Signature | Date |

Plumas County Public Health Agency

Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

**EXHIBIT H**
**Sub Contractor Certification**

# Contractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
|---|---|
| Rhonda L Brown | |

By (Authorized Signature)

Rhonda Brown

Printed Name and Title of Person Signing

Rhonda Brown RN Case Manger

| Date Executed | Executed in the County of |
|---|---|
| 6/14/2023 | Siskiyou |

**CONTRACTOR CERTIFICATION CLAUSES**

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in


RB

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

# EXHIBIT I
## Information Privacy and Security Requirements

Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numberslisted in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

| CDPH Program Contract Manager | CDPH Privacy Officer | CDPH Chief Information Security Officer |
|---|---|---|
| See the Scope of Work exhibit for Program Contract Manager | Privacy Officer<br>Privacy Office<br>Office of Legal Services<br>California Dept. of Public Health<br>1415 L Street, 5th Floor<br>Sacramento, CA 95814<br><br>Email: privacy@cdph.ca.gov<br>Telephone: (877) 421-9634 | Chief Information Security Officer<br>Information Security Office<br>California Dept. of Public Health<br>P.O. Box 997377<br>MS6302<br>Sacramento, CA 95899-7413<br><br>Email: cdphiso@cdph.ca.gov<br>Telephone: (855) 500-0016 |

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI.The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

**Attachment 1**
Contractor Data Security Standards

## 1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

**2. System Security Controls**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. **Audit Controls**

   A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

   B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

   C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

   A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

   B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. **Paper Document Controls**

   A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

   B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

   C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

   D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

# EXHIBIT J

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. RB Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. ____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. ____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

| *Company Name (Printed)* Rhonda Brown | *Federal ID Number* |
|---|---|
| *By (Authorized Signature)* Rhonda Brown | |
| *Printed Name and Title of Person Signing* Rhonda Brown | |
| *Date Executed* 6/14/2023 | *Executed in the County and State of* Siskiyou |

# PLUMAS COUNTY
# PUBLIC HEALTH AGENCY
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Audrey Rice, Administrator Assistant II** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY23/24 from the Department of Veterans Affairs.** |

**Recommendation:**
The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veterans Subvention Program and the Medi-Cal Cost Avoidance Program for FY 23/24 from the California Department of Veterans Affairs.

**Background and Discussion:**
The State of California, through the California Department of Veterans Affairs (CDVA) provides funds to the Plumas County Veterans Services Office budget. The California Military and Veterans Code, Sections 972.1 and 972.2 outline how these funds will be distributed.

Subvention funding is a constant fund to all particpating counties on a pro rata basis. This allocation is based on the overall State Workload of all County Veterans Services Offices.

Medi-Cal Cost Avoidance funding is distributed to all particpating counties on a pro rata basis using a formula based on the number of claims processed as a direct result of refferals from the Department of Social Services.

These Certifcate of Complaince's are a annual requirement by the CDVA in order to recieve this funding.

**Action:**

Approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY23/24 from the Department of Veterans Affairs.

**Fiscal Impact**:

As the Veterans Services Department (20640) is a General Fund Department, this revenue helps offset the burden to the General Fund.

**Attachments:**
1. 23-497 Annual Medi-Cal Cost Avoidance Certificate of Compliance
2. 23-500 Annual Subvention Certificate of Compliance

STATE OF CALIFORNIA GAVIN NEWSOM, Governor

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626

# Annual Medi-Cal Cost Avoidance Certificate of Compliance
# Fiscal Year 2023/2024

I certify that Plumas County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.

2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.

3. This agreement is binding only if federal funds are available to CalVet from the DHCS.

4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

_____ _____

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA AGENCY ATTACHMENTS IN VETPRO**

STATE OF CALIFORNIA GAVIN NEWSOM, Governor

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626

# Annual Subvention Certificate of Compliance
# Fiscal Year 2023/2024

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that Plumas County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County Departments. Additionally, I certify that all College Fee Waiver Approval and Denial letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I certify that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

| | |
|---|---|
| Plumas | Plumas |
| Chair, County Board of Supervisors<br>(or other County Official authorized<br>by the Board to act on their behalf) | Date |

**SCAN AND UPLOAD THIS COMPLETED FORM VIA AGENCY ATTACHMENTS IN VETPRO**

# PLUMAS COUNTY
# PUBLIC HEALTH AGENCY
# MEMORANDUM

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

**FROM:** **Audrey Rice, Administrator Assistant II**

**MEETING DATE:** **July 11, 2023**

**SUBJECT:** **Approve and authorize the Chair to ratify and sign two (2) Memorandum of Understanding's between the First 5 Plumas County Children and Families Commission (First 5) and the Plumas County Public Health Agency (PCPHA);First 5 to provide funding to PCPHA for the Family First Home Visiting Program and Home Visiting Data Management; effective July 1, 2023; no impact to the General Fund; approved as to form by County Counsel**

**Recommendation:**

The Assistant Director of Public Health respectfully recommends that the Chair ratify and sign two Memorandum of Understanding's between the First 5 Plumas County Children and Families Commission (First 5) and the Plumas County Public Health Agency (PCPHA). PCPHA will provide the Family First Home Visiting Program and Home Visiting Data Management services.

**Background and Discussion:**

PCPHA will provide the Family First Home Visiting Program and Home Visiting Data Management services. The Family First Home Visiting program supports children from prenatal to five years of age and their families, including parent education, growth and development, child care, and health services. Through a centralized referral and case management system, offer and provide intensive home visitation for pregnant women and newborns to the age of six to provide parenting skills and support on topics that include newborn health, breastfeeding support, prenatal, childbirth, child development, nutrition, preventive health and safety, family engagement, mental health, substance use, and prevention of child abuse and neglect. PCPHA will enter First 5 Plumas contracted program data into the First 5 Data Base, and communicate with home visitors and First 5 staff, along with attending on-going work site training and quarterly technical assistance meetings with home visitors.

First 5 will provide funding to PCPHA for the Family First Home Visiting Program in the amount of One Hundred Thousand Dollars ($100,000.00) beginning July 1, 2023 and ending June 30,2024.

First 5 will provide funding to PCPHA for the Family First Home Visiting Data Management in the amount of Eight Thousand Five Hundred Dollars ($8,500.00) beginning July 1, 2023 and ending June 30,2024.

MOU's Approved as to form by County Counsel

**Action:**

Approve and authorize the Chair to ratify and sign two (2) Memorandum of Understanding's between the First 5 Plumas County Children and Families Commission and the Plumas County Public Health Agency; effective July 1, 2023

**Fiscal Impact**:

No impact to the General Fund

**Attachments:**

1. MOU First 5 Home Visiting Data Management
2. MOU First 5 Home Visitng Program

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**FIRST 5 PLUMAS COUNTY CHILDREN & FAMILIES COMMISSION AND**
**PLUMAS COUNTY PUBLIC HEALTH AGENCY**

This memorandum of understanding (hereinafter MOU) is entered into on July 1, 2023 between the FIRST 5 PLUMAS COUNTY CHILDREN & FAMILIES COMMISSION (hereinafter referred to as "First 5") and the County of Plumas, by and through its PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as PCPHA.) FIRST 5 and PCPHA shall collectively be referred to as "Parties."

The Parties Agree as follows:

1. **RESPONSIBILITIES OF FIRST 5:** During the term of this agreement, First 5 shall:

    1.1. Provide funding of Eight Thousand Five Hundred Dollars ($8,500.00) for the PCPHA to provide the Home Visiting Data Management as set forth in Exhibit A.

2. **RESPONSIBILITIES OF PCPHA:** During the term of this agreement, PCPHA shall:

    2.1. Provide the Family First Home Visiting Data Management as set forth in Exhibit A.

    2.2. Provide quarterly invoices, due by the Date set forth in Exhibit B.

    2.3. Comply with all applicable 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 Policy.

3. **COMPENSATION**

    3.1. The maximum amount payable under this agreement for the term of this MOU is Eight Thousand Five Hundred Dollars ($8,500.00).

4. **TERM OF AGREEMENT:** This agreement shall be effective beginning July 1, 2023, and shall continue in effect until June 30, 2024. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

5. **TERMINATION OF AGREEMENT:** This MOU may be terminated as follows:

    5.1. By mutual agreement of First 5 and PCPHA upon such terms and conditions as may be agreed upon.

5.2. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.

6. **ENTIRE AGREEMENT: MODIFICATION:** This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

7. **NON-DISCRIMINATION:** Neither party shall employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

8. **CONFIDENTIALITY:** First 5 and PCPHA are aware of the respective confidentiality laws governing services provided by First 5 and PCPHA. Attached hereto and incorporated herein as Exhibit C is the Business Associates Agreement (BAA).

9. **NOTICES:** Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

| **First 5:** | **PCPHA:** |
|---|---|
| First 5 Plumas County Children & Families Commission<br>270 Hospital Road, Suite 206<br>Quincy CA 95971<br>Attention: Pamela Becwar | Plumas County Public Health Agency - Family First<br>270 Hospital Road, Suite 111<br>Quincy CA 95971<br>Attention: DeLena Jones |

10. **INTERAGENCY COMMUNICATION:** Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

| **First 5:** | **PCPHA:** |
|---|---|
| First 5 Plumas County Children & Families Commission<br>270 Hospital Road, Suite 206<br>Quincy CA 95971<br>Attention: Pamela Becwar | Plumas County Public Health Agency - Family First<br>270 Hospital Road, Suite 111<br>Quincy CA 95971<br>Attention: DeLena Jones |

11. **DOCUMENT RETENTION AND REPORTING:** First 5 and PCPHA agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives.

12. **AVAILABILITY OF FUNDS:** All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the First 5 and PCPHA, effective with the date funding is discontinued or decreased.

13. **CONFLICT OF INTEREST:** PCPHA shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

14. **LICENSING OR ACCREDITATION**: Where applicable First 5 and PCPHA shall maintain the appropriate license or accreditation through the life of this contract.

15. **COMPLIANCE WITH LAWS AND REGULATIONS:** All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.

16. **LAW AND VENUE:** This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.

17. **AUTHORITY:** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

18. **HARASSMENT:** Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**IN WITNESS WHEREOF**, First 5 and PCPHA have executed this agreement on the day and year set forth below.

| **COUNTY:** | **First 5 Plumas County Children & Families Commission** |
|---|---|
| By:_____<br>Name: Dwight Ceresola<br>Title: Board of Supervisors, Chair<br>Date signed: | By:_____<br>Name: Rachelle Hines<br>Title: First 5 Plumas, Chairperson<br>Date signed: |
| ATTEST<br><br>_____<br>Heidi White<br>Clerk of the Board of Supervisors | By:_____<br>Name: Pamela Becwar<br>Title: First 5 Plumas, Executive Director<br>Date signed: |

Approved as to form:

Sara James
Deputy County Counsel II

# EXHIBIT A
## Scope of Work

## Data Management

**Contract Number:** PCCFC23-24PCPHADATA **Contract Dates:** July 1, 2023-June 30, 2024

**PRIORITY AREA 1: DIRECT SERVICES and STAFF TRAININGS**

| ACTIVITY | LOCATION and TIMELINE | ACTIVITY GOALS | METHOD OF EVALUATION |
|---|---|---|---|
| Enter First 5 Plumas contracted program data into the First 5 Data Base at least on a weekly basis. | weekly | Enter complete data | Data quality check with comparing the data entered with the original source |
| Document processes used to enter data | | Provide continuity of data entry | |
| Communicate with home visitors and First 5 staff, as needed. Attend on-gong work site training and quarterly technical assistance meetings with home visitors. | quarterly | Improved communication between data management staff and home visitors | |

## EXHIBIT B

**Fee Schedule**

Invoicing and Payment:

A. For services satisfactorily, and upon receipt and approval of invoice(s), First 5 Plumas agrees to compensate for actual expenditures incurred in accordance with the Scope of Services.

B. Invoices(s) shall:

1. Bear the contractor's name
2. Bear the contractors agreement number
3. Invoice(s) must be signed by the First 5 Plumas executive director

C. Invoice Schedule:

| Invoice | Invoice Period | Invoice Due Date |
|---|---|---|
| First Quarter | July 1- September 30, 2023 | October 15, 2023 |
| Second Quarter | October 1 – December 31, 2023 | January 15, 202 |
| Third Quarter | January 1 – March 30, 2024 | April 15, 2024 |
| Fourth Quarter | April 1, 2024 – June 30, 2024 | July 5, 2024 |

**Contractor Budget: $8,500**

**SUBCONTRACTOR BUDGET**

| **Personnel (List Positions)** | 0.2 **%FTE** | **Amount** |
|---|---|---|
| a. Administrative Assistant | | $8,500.00 |
| b. | | |
| c. | | |
| | | **$8,500.00** |
| **Other (List)** | | |
| a. | | |
| b. | | |
| | | **$0.00** |
| **Indirect** | 0% | $0.00 |
| | | **$0.00** |
| | **Total Budget** | **$8,500.00** |

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN**
**FIRST 5 PLUMAS COUNTY CHILDREN & FAMILIES COMMISSION AND**
**PLUMAS COUNTY PUBLIC HEALTH AGENCY**

This memorandum of understanding (hereinafter MOU) is entered into on July 1, 2023 between the FIRST 5 PLUMAS COUNTY CHILDREN & FAMILIES COMMISSION (hereinafter referred to as "First 5") and the County of Plumas, by and through its PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as PCPHA.) FIRST 5 and PCPHA shall collectively be referred to as "Parties."

The Parties Agree as follows:

1. **RESPONSIBILITIES OF FIRST 5:** During the term of this agreement, First 5 shall:

   1.1. Provide funding of One Hundred Thousand Dollars ($100,000.00) for the PCPHA to provide the Family First Home Visiting Program as set forth in Exhibit A.

2. **RESPONSIBILITIES OF PCPHA:** During the term of this agreement, PCPHA shall:

   2.1. Provide the Family First Home Visiting Program as set forth in Exhibit A.

   2.2. Provide quarterly invoices, due by the Date set forth in Exhibit B.

   2.3. Comply with all applicable 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 Policy.

3. **COMPENSATION**

   3.1. The maximum amount payable under this agreement for the term of this MOU is One Hundred Thousand Dollars ($100,000.00).

4. **TERM OF AGREEMENT:** This agreement shall be effective beginning July 1, 2023, and shall continue in effect until June 30, 2024. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2023 to the date of approval of this Agreement by the Board of Supervisors.

5. **TERMINATION OF AGREEMENT:** This MOU may be terminated as follows:

   5.1. By mutual agreement of First 5 and PCPHA upon such terms and conditions as may be agreed upon.

5.2. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.

6. **ENTIRE AGREEMENT: MODIFICATION:** This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

7. **NON-DISCRIMINATION:** Neither party shall employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

8. **CONFIDENTIALITY:** First 5 and PCPHA are aware of the respective confidentiality laws governing services provided by First 5 and PCPHA. Attached hereto and incorporated herein as Exhibit C is the Business Associates Agreement (BAA).

9. **NOTICES**: Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

| **First 5:** | **PCPHA:** |
|---|---|
| First 5 Plumas County Children & Families Commission<br>270 Hospital Road, Suite 206<br>Quincy CA 95971<br>Attention: Pamela Becwar | Plumas County Public Health Agency - Family First<br>270 Hospital Road, Suite 111<br>Quincy CA 95971<br>Attention: DeLena Jones |

10. **INTERAGENCY COMMUNICATION:** Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

| **First 5:** | **PCPHA:** |
|---|---|
| First 5 Plumas County Children & Families Commission<br>270 Hospital Road, Suite 206<br>Quincy CA 95971<br>Attention: Pamela Becwar | Plumas County Public Health Agency - Family First<br>270 Hospital Road, Suite 111<br>Quincy CA 95971<br>Attention: DeLena Jones |

11. **DOCUMENT RETENTION AND REPORTING:** First 5 and PCPHA agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives.

12. **AVAILABILITY OF FUNDS:** All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the First 5 and PCPHA, effective with the date funding is discontinued or decreased.

13. **CONFLICT OF INTEREST:** PCPHA shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

14. **LICENSING OR ACCREDITATION**: Where applicable First 5 and PCPHA shall maintain the appropriate license or accreditation through the life of this contract.

15. **COMPLIANCE WITH LAWS AND REGULATIONS:** All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.

16. **LAW AND VENUE:** This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.

17. **AUTHORITY:** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

18. **HARASSMENT:** Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**IN WITNESS WHEREOF**, First 5 and PCPHA have executed this agreement on the day and year set forth below.

| **COUNTY:** | **First 5 Plumas County Children & Families Commission** |
|---|---|
| By:_____<br>Name: Dwight Ceresola<br>Title: Board of Supervisors, Chair<br>Date signed: | By:_____<br>Name: Rachelle Hines<br>Title: First 5 Plumas, Chairperson<br>Date signed: |
| ATTEST<br><br>_____<br>Heidi White<br>Clerk of the Board of Supervisors | By: Pamela Becwar<br>Name: Pamela Becwar<br>Title: First 5 Plumas, Executive Director<br>Date signed: |

Approved as to form:

Sara James
Deputy County Counsel II

# EXHIBIT A
## Scope of Work
## Family First Home Visiting Program

**Contract Number:** PCCFC2023-24PCPHAHV **Contract Dates:** July 1, 2023-June 30, 2024

**PRIORITY AREA 1: DIRECT SERVICES and STAFF TRAININGS**

| ACTIVITY | LOCATION and TIMELINE | ACTIVITY GOALS | METHOD OF EVALUATION |
|---|---|---|---|
| 1. Utilize Parents As Teachers curriculum - a nationally recognized, evidence-based model for the intensive home visits and case management | County-wide:<br><br>July 1-June 30 | 1. Enhanced parenting skills; Improved child health and development by providing education and support on topics that include newborn health, breastfeeding support, prenatal, childbirth, child development, nutrition, preventive health and safety, family engagement, ACEs, mental health, substance use<br>2. Prevention of child abuse and neglect | 1. Implement the First 5 Plumas "Consent for Release of Information" and Authorization to Refer to Community Resources<br>2. Obtain informed consent for families to participate in evaluation activities and provide copy to First 5 Plumas |
| 2. Through a *centralized referral and case management system*, offer and provide intensive home visitation with a minimum engagement rate of 4 to meet the needs of a particular family) and case management for up to 100 at-risk children ages 0 to the age of six and up to 100 at-risk pregnant women, and/or new families who have given birth, parents/grandparent, or other care givers | County-wide:<br><br>July 1-June 30 | 1. Children live in safe and stable environments with access to resources<br><br>2. Improved parental knowledge, understanding, and engagement in promoting their children's development<br><br>3. Family and child will have: referrals to service; knowledge about importance of periodic screening for well child checkup, immunizations, | 1. Home visit in-take form and surveys submitted to PCPHA First 5 Data Assistant for data entry weekly via scanning and email, or in person;<br>2. Administer intake survey at enrollment and follow up survey after 6 months of service or after 4 visits;<br>4. Home visitor will administer the Protective Factors Survey at six months follow up or after 4 visits. |

| | | | |
|---|---|---|---|
| | | vision, hearing, developmental and social/emotional health | |
| 3. Provide information to parents, local prenatal care providers, PCPHA Clinic and other programs that have contact with pregnant and parenting families, including, but not limited to First 5 funded programs, WIC, Family Resource Center, how to obtain the Kit for New Parents (KFNP) on the First 5 California website or through Family First, etc. | County-wide:<br><br>July 1-June 30 | 1. Parents will have an improved understanding of child development<br><br>2. Child will have improved early Development<br>3. Promote community and family engagement<br>4. Promote enrollment in the Imagination Library<br>5. Promote parent participation in ASQ Online | 1. Collect contact information from all First 5 home visiting clients who received information about KFNP or receive a KFNP<br>2. Track developmental activities provided to parents<br>3. Track Community and family engagement activities provided. |
| 4. Children 0-5 years will receive an ASQ developmental screening at standard intervals based on the child's age. | County-wide:<br><br>July 1-June 30 | 1. Child will have increased: Identification of, and referral for possible delays and vision/ hearing/ health issues;<br><br>2. If services are utilized; Child will have fewer unidentified and un-remediated developmental delays, unaddressed vision/ hearing/ health issues and appropriate school age placements in special education | 1. Track and report number of ASQ and ASQ-SE screenings<br>2. Report number of referrals for evaluation and services |

| | | | |
|---|---|---|---|
| 5. a. Provide outreach to increase caregiver participation in program activities<br>b. Provide outreach to increase provider awareness of home visiting services | County-wide:<br><br>July 1-June 30 | 1. Increase partner involvement in the lives of children<br>2. Provide education and materials on family engagement | 1. Enter information in narrative report on outreach activities |
| 6. Staff will identify and attend at least two trainings, one of which will contribute to staff understanding of diversity, equity, and inclusion or trauma informed care | | 1. Enhanced PC5 staff capacity to improve the quality of services to children ages 0-5 and their families | Enter information about training in narrative report-what training, and who attended |
| 7. Implement Parents as Teachers model program<br><br>Provide materials and other evidence-based materials (ASQ, CDC, CDPH, WIC, EPDs, ACEs, USDA, etc.) to participating families when appropriate | County-wide:<br><br>July 1-June 30 | 1. Consistency in home visitation assessment protocols, referral process, and management of records.<br><br>2. Improved quality of service standards. | Narrative report entry, Record the topics of handouts and other materials used on the First 5 Service Data Entry Form |
| 8. Participate in Help Me Grow and work with partners and other providers to improve systems to better serve children and families. | County-wide | 1. Consistency in home visitation assessment protocols, referral process, and management of records.<br><br>2. Consistency in home visitation case management services<br><br>3. Services are integrated.<br>Improved quality of service standards. | Narrative report entry and other qualitative documentation of participation in Help Me Grow. |

| | | | |
|---|---|---|---|
| 9. Obtain program material and develop culturally and linguistically appropriate materials as needed. | County-wide<br><br>July 1-June 30 | 1. All services provided to children and families will be culturally and linguistically appropriate.<br>2. Provide joint visits with the PCPHA Community Outreach Coordinator for translation services | 1. Record the number of Spanish speaking participants and clients served on the quarterly report.<br><br>2. Provide families with materials in their primary language |

## PRIORITY AREA 2: SYSTEMS CHANGE AND HEALTH ACCESS

| ACTIVITY | LOCATION and TIMELINE | ACTIVITY GOALS | METHOD OF EVALUATION |
|---|---|---|---|
| 1. Through Help Me Grow, PCPHA will promote integration of services and resources across county agencies and family resource centers to enhance access to services and assist families to find a medical home and enroll in health insurance | County-wide<br><br>July 1-June 30 | 1. Increased access to prenatal care, breastfeeding support, a medical home, parenting support and early intervention services for families. Reduce disparities across cultures, ethnicities, disabilities, income levels and geographic areas.<br><br>2. Increased access by local families to health insurance enrollment and retention, and utilization. | 1. Narrative report entry, published, handouts, attendance at events and meetings.<br>2. Records of referrals, from medical providers, WIC, family resource centers and other partners<br>3. Number of pre-natal and post-natal women, children ages 0-5, and families enrolled in the appropriate health insurance programs |

| | | | |
|---|---|---|---|
| 2. Provide one PC5 program management staff to work with the Plumas Children's Council to enhance and change systems that serve children ages 0-5 | Child Abuse Prevention Council, Early Education, Child Care Council and Mountain Interagency Lactation Coalition<br><br>Estimated: 4-6 meetings | 1. Improved partnerships that support First 5 outcomes<br><br>2. Improved systems that better serve children and families | Results of meetings<br>Who attended<br>Narrative in written report |

**EXHIBIT B**

**Fee Schedule**

Invoicing and Payment:

A. For services satisfactorily, and upon receipt and approval of invoice(s), First 5 Plumas agrees to compensate for actual expenditures incurred in accordance with the Scope of Services.

B. Invoices(s) shall:

1. Bear the contractors name
2. Bear the contractors agreement number
3. Invoice(s) must be signed by the First 5 Plumas executive director

C. Invoice Schedule:

| Invoice | Invoice Period | Invoice Due Date |
|---|---|---|
| First Quarter | July 1- September 30, 2023 | October 15, 2023 |
| Second Quarter | October 1 – December 31, 2023 | January 15, 202 |
| Third Quarter | January 1 – March 30, 2024 | April 15, 2024 |
| Fourth Quarter | April 1, 2024 – June 30, 2024 | July 5, 2024 |

**Contractor Budget:**

| **Personnel**<br>**Position Title** | **FTEs** | |
|---|---|---|
| **Jana McDowell (LVN)** | **0.41** | 40,870 |
| **Dorrie Philbeck (RN)** | **0.05** | 3,097 |
| **Maricela Ramos (Health Ed)** | **0.06** | 5,125 |
| **Lauren Davis (RN)** | **0.25** | 18,500 |
| **Tina Venable (Drt of Nursing)** | **0.02** | 4,500 |
| **Admin Asst** | **0.112** | 8,268 |
| **DeLena Jones (Fiscal)** | **0.02** | 2,550 |
| **Total** | **0.922** | |
| **Total Personnel** | | **82910** |
| **OPERATING EXPENSES** | | |
| Training/Travel | | 2500.00 |
| Communications | | 400.00 |
| Vehicle Maintenance | | 350.00 |
| Educational Materials | | 5050.00 |
| Office Expense | | 500.00 |
| **Subtotal Operating** | | **8800.00** |
| **INDIRECT** | 10% of Personnel | 8290 |

**Plumas County Public Health**

# PLUMAS COUNTY
# PUBLIC WORKS DEPARTMENT
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **John Mannle, Director of Public Works** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve and authorize the Public Works/Road Department to recruit and fill; funded and allocated, 1.0 FTE Road Maintenance Worker I/II position in the Greenville Maintenance District.** |

**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Road Maintenance Worker I/II in the Greenville Maintenance District.

**Background and Discussion:**

One (1) FTE Road Maintenance Worker has resigned from the Greenville Maintenance District effective July 6, 2023.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY22/23 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

**Action:**

Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Road Maintenance Worker I/II position in the Greenville Maintenance District

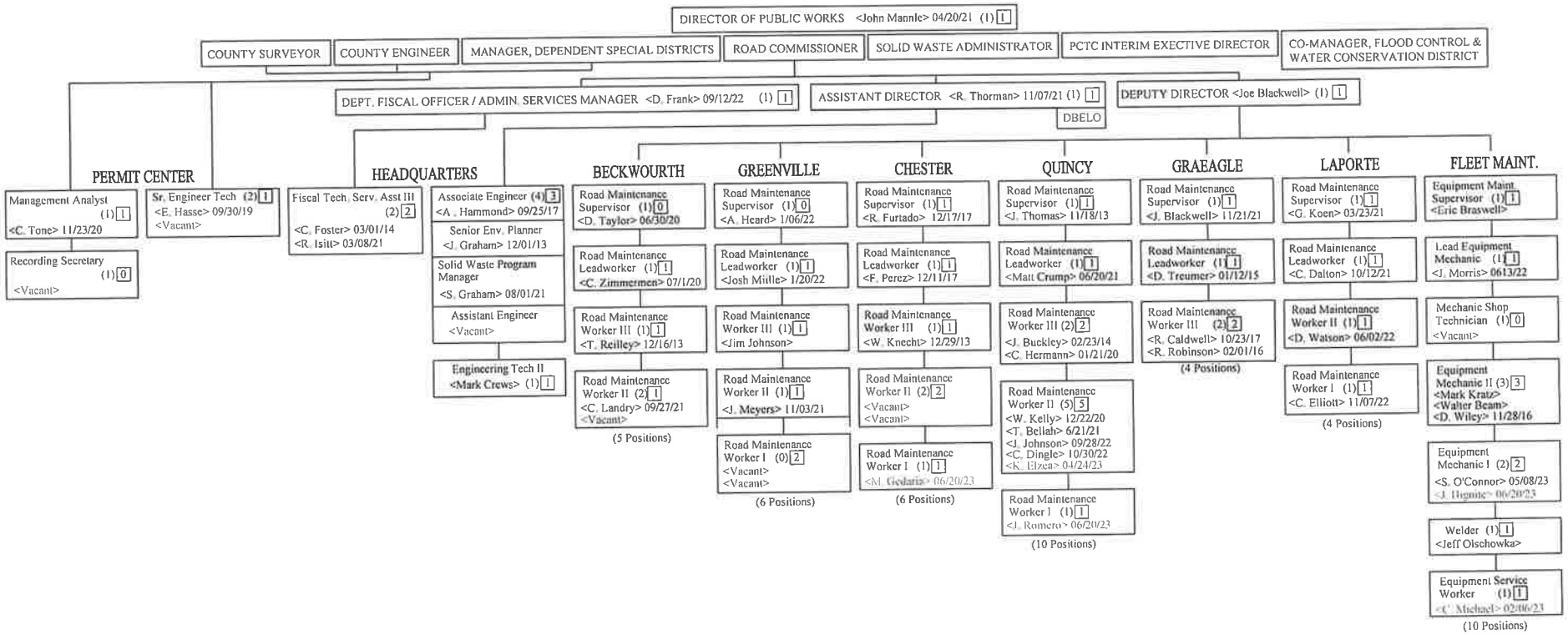
**Fiscal Impact**:

N/A

**Attachments:**

1. Public Works Org Chart
2. Critical Staffing

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
# ORGANIZATION CHART




Director of Public Works
Revision Date: 06/26/23

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

## Public Works Road Maintenance Worker I/II

- Is there a legitimate business, statutory or financial justification to fill the position?
  **Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.**
- Why is it critical that this position be filled at this time?
  **Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.**
- How long has the position been vacant?
  **Over one month.**
- Can the department use other wages until the next budget cycle?
  **The department's wage and benefits portion of the 22/23 budget includes funds for this position.**
- What are staffing levels at other counties for similar departments and/or positions?
  **No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1? **N/A**
  What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

  19/20 $0 20/21 $0 21/22 $0

df 4/24/23

# PLUMAS COUNTY
# SOCIAL SERVICES DEPARTMENT
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Neal Caiazzo, Director of Social Services** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve and authorize the Chair to ratify and sign an Agreement between the Department of Social Services and Evident Change for Internet Access to SafeMeasures®.; effective July 1, 2023; not to exceed $14,806.00 for a 2-year term (no general fund impact); approved as to form by County Counsel.** |

**Recommendation:**

Approve and authorize the Chair to sign a ratified contract between the Department of Social Services and Evident Change for Internet Access to SafeMeasures®. The contract is $14,806 for a 2-year Agreement (no general fund impact); approved as to form by County Counsel.

**Background and Discussion:**

SafeMeasures® is proprietary data base which provides a mechanism for our Child Welfare staff to monitor case management activities in accordance with the federally proscribed outcome measures for children in the Child Welfare system. All California counties must adhere to these standards. When they don't, performance improvement criteria must be established.

In September of 2004 the Board of Supervisors approved a Department of Social Services request to contract for an Internet subscription to SafeMeasures®. Since then, the Department has continued to subscribe to this data base tool and reporting system. We have been able to secure a discounted pricing structure because we participate with a number of other north state counties as a purchasing consortium.

Our existing agreement for the use of SafeMeasures® terminated effective June 30, 2023. The Department requests that your Board ratify the agreement.

**Action:**

Approve and authorize the Chair to sign a ratified contract between the Department of Social Services and Evident Change for Internet Access to SafeMeasures®.

**Fiscal Impact**:

The cost to Plumas County for access is $14,806 per 2 years compared to the regular $10,000 plus per year charged to larger jurisdictions. Our requested County budget includes an appropriation for this agreement. Costs are shared between our federal and state Children's Services allocation with a local 15% contribution from Realignment funds. There is no financial impact to the general fund.

**Attachments:**

1. BOS Letter Safe Measures 23
2. Evident Change 23-295 FINAL

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

**NEAL CAIAZZO**
DIRECTOR

DATE: JUNE 27, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 11, CONSENT AGENDA

RE: APPROVAL OF A CONTRACT WITH EVIDENT CHANGE FOR INTERNET ACCESS TO SAFEMEASURES®

**It is Recommended that the Board of Supervisors**

Approve a ratified contract between the Department of Social Services and Evident Change for Internet Access to SafeMeasures®. The contract is $14,806 for a 2-year Agreement.

**Background and Discussion**

SafeMeasures® is proprietary data base which provides a mechanism for our Child Welfare staff to monitor case management activities in accordance with the federally proscribed outcome measures for children in the Child Welfare system. All California counties must adhere to these standards. When they don't, performance improvement criteria must be established.

In September of 2004 the Board of Supervisors approved a Department of Social Services request to contract for an Internet subscription to SafeMeasures®. Since then, the Department has continued to subscribe to this data base tool and reporting system. We have been able to secure a discounted pricing structure because we participate with a number of other north state counties as a purchasing consortium.

Our existing agreement for the use of SafeMeasures® terminated effective June 30, 2023. The Department requests that your Board ratify the agreement.

**Financial Impact**

The cost to Plumas County for access is $14,806 per 2 years compared to the regular $10,000 plus per year charged to larger jurisdictions. Our requested County budget includes an appropriation for this agreement. Costs are shared between our federal and state Children's Services allocation with a local 15% contribution from Realignment funds.

**Other Agency Involvement**

County Counsel has reviewed the agreement and approved it as to form.

Copies: PCDSS Management Staff (memo only).

Enclosure

EVIDENT CHANGE

Inform Systems. Transform Lives.

# Reporting Service Subscription Agreement For Internet Access to SafeMeasures®

This Agreement is between Evident Change, a nonprofit corporation organized under the laws of New York, with business offices in Madison, Wisconsin, and Oakland, California, and Plumas County, California, on behalf of its Health and Social Services Department, Division of Child Welfare Services (collectively, "Customer" or "County").

## BACKGROUND AND PRODUCT DESCRIPTION

A. Evident Change has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the Evident Change Internet Reporting Service and referred to as SafeMeasures®. SafeMeasures uses case-level data from a child welfare agency's case management system (CMS) and publishes it via a conventional web browser in a series of concise, interactive management reports.

B. SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports permit them to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures includes case-level quality control displays that agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchanged, the parties agree as follows:

1. Provision of Service.

1.1 Web-Based Reports. During the Term of this Agreement, Evident Change will provide Customer with interactive web-based management reports ("Management Reports"), which permit the Customer to categorize agency compliance with various measures and permit the Customer to identify the specific cases within each category. Evident Change will specifically:

(a) Provide regular updates of Management Reports, provided that Customer or another agency regularly submits raw CMS data to Evident Change for processing and analysis. Such updates will be provided no more than three business days of receipt of the data by Evident Change.

1.2 Access to Customer Data. If requested by Evident Change, Customer will supply a copy of the CMS database(s), or specifically designated data tables therein, that store agency data to be used by Evident Change. If data is supplied by a third party, Customer will authorize and facilitate release of the data to Evident Change.

1.3 Access to Website Restricted. The right to access the SafeMeasures website is jurisdiction and agency-specific. Only Customer and its employees or agents may access or use the SafeMeasures website for the Customer's monitoring and reporting needs. Specifically, and without limitation, Customer may not act as a relay or intermediary allowing access to the SafeMeasures website to any third-party jurisdiction, agency, individual, or business for any purpose.

1.4 Internal Business. Customer may only use SafeMeasures for its own internal purposes. Customer's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.

1.5 Competing Services or Products. Customer shall not use all or any part of SafeMeasures or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures, regardless of whether such service or product is distributed with or without consideration.

1.6 Copyright Ownership and License. Customer acknowledges that Evident Change owns the copyright in all graphic interfaces, reports, displays, and format ("Original Works"). Evident Change grants Customer a fully paid license to display, reproduce, and distribute the Original Works for its internal purposes with no sub-licensing rights for the Term of the Agreement.

1.7 Training. Evident Change will provide training as specified in Exhibit A. Customer will provide training facility, equipment, and access to the SafeMeasures training website.

2. Data Transmission. Customer, or other party supplying CMS data, shall supply Evident Change with regular extracts one of the following methods to send weekly extracts of agency data to Evident Change for processing and analysis. Data extracts shall occur daily or on a schedule determined jointly by Customer and Evident Change. Customer or supplying party will send data over a secure channel to Evident Change's secure SSH server, or may transfer data via a mutually satisfactory method that meets the frequency and security requirements of both organizations.

3. Reporting Service Subscription Fee. Customer will pay Evident Change the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto, unless Customer provides evidence that Customer is exempt from such taxes.

4. Updates. During the Term of this Agreement, Evident Change will provide to Customer updates, error corrections, and modifications to SafeMeasures displays ("Updates") as

such Updates become available. Updates do not include modifications to displays specifically requested by Customer. Any Customer-requested modifications must be made by Evident Change at Evident Change's published service rates. Evident Change reserves the right to use the displays created for Customer, and analyses to produce such displays for other parties whether such displays were suggested by Evident Change or the Customer. Evident Change shall not use any Customer data in its publishing for other parties without Customer's permission.

5. Term and Termination.

5.1 Term. The Term of this Agreement shall commence on July 1, 2023, and end on June 30, 2025, unless earlier terminated pursuant to Section 5.3. After expiration of the current Term, Evident Change will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures.

5.2 Renewal. If Customer is not in default of this agreement, Customer and Evident Change may renew this agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, Evident Change may, in its discretion, issue a quotation of the Reporting Service Subscription Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) Evident Change's issuance of a quotation of the new Reporting Service Subscription Fees, and (b) Evident Change's acceptance of Customer's corresponding purchase order.

In order to ensure continuous access to the SafeMeasures reporting service, the effective date of any renewal agreement will begin one day after the previous agreement expires. If a renewal agreement is not fully executed and received by Evident Change within 30 days of contract expiration, Evident Change reserves the right to discontinue access to the SafeMeasures internet reporting service until a renewal agreement is in place.

5.3 Termination. A party may terminate this Agreement, with or without cause, with 30 days' written notice. This Agreement may be terminated immediately for a breach of Customer's obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.

5.4 Ratification. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2023to the date of approval of this Agreement by the Board of Supervisors.

6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. Evident Change Warranty, Disclaimers, and Remedies.

7.1 Warranty. Evident Change warrants that:

(a) Provided that Customer or another designated party regularly submits the required raw MIS data to Evident Change, SafeMeasures will perform substantially as described in this Agreement and SafeMeasures promotional material.

(b) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Evident Change also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded From Federal Procurement or Non-Procurement Programs issued by the General Services Administration.

(c) Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data.

(d) Except for the foregoing express warranties, Evident Change neither makes nor grants any other warranties, express or implied. Evident Change excludes all implied warranties, including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade, including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific, or otherwise.

The foregoing express warranty is the only warranty of any kind for SafeMeasures. Evident Change makes no warranties whatsoever for any Original Works that have been modified by Customer, nor does Evident Change warrant that SafeMeasures will be offered without interruption.

(e) Customer acknowledges that Evident Change provides no monitoring, analysis, or review of the accuracy or quality of the Customer's data accessed through SafeMeasures.

7.2 Remedies. If SafeMeasures does not operate substantially as warranted (hereinafter described as "Noncompliance"), Customer will provide Evident Change with sufficient details available to Customer about the Noncompliance to allow Evident Change to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as Evident

Change's entire liability in contract, tort, or otherwise of such Noncompliance, Evident Change will either:

(a) Correct the Noncompliance; or

(b) If Evident Change is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may:

(i) Request that Evident Change cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or

(ii) Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

8 Intellectual Property Indemnification by Evident Change.

8.1 Indemnification. If a third party claims that SafeMeasures infringes any copyright, patent, trade secret, or other rights of any third party, Evident Change will (as long as Customer is not in material breach of this Agreement) defend Customer against such claim at Evident Change's expense, and Evident Change will pay all damages that a court finally awards based solely on such claim, provided that Customer notifies Evident Change in writing of such claim within 21 days of Customer's receipt of notice of the existence or, when aware, possible existence of such claim, and further provided that Customer allows Evident Change sole and exclusive control over the resolution of such claim and that Customer cooperates fully with Evident Change, at Evident Change's cost, in the defense of such claim and in any related settlement negotiations.

8.2 Replacement, Refund. If such a claim is made or appears possible, Evident Change may, using reasonable business judgment, either secure Customer's right to continue to use SafeMeasures by modifying or replacing the portion of SafeMeasures that is the basis for the claim so that such portion of SafeMeasures is no longer infringing, or Evident Change may provide Customer with a credit equal to the portion of previously paid Reporting Service Subscription Fee prorated to the remainder of the Term or Renewal Term of the Agreement.

9. INDEMNIFICATION

9.1 "CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement; and from any and all claims, liabilities and losses occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or

losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction, and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its officers, agents and employees from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attomey's fees) occurring or resulting to any and all persons, firms or corporations fumishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement; and from any and all claims, liabilities and losses occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with COUNTY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of CONTRACTOR. "COUNTY's performance" includes COUNTY's action or inaction, and the action or inaction of COUNTY's officers, employees, agents and subcontractors".

10. Insurance. Contractor agrees to maintain insurance coverage as outlined in Exhibit B, attached, throughout the term of this Agreement

11. Customer Warranties. Customer warrants that:

11.1 Customer will only allow access to SafeMeasures as permitted under this Agreement. If Customer wishes to extend its use of SafeMeasures beyond this Agreement, Customer will obtain Evident Change's prior written consent and pay the applicable Reporting Service Subscription Fees.

11.2 Customer will provide the requested case-based MIS data to Evident Change using one of the methods described in Section 2, or if data is supplied by another party, execute all necessary agreements and permissions to release this data to Evident Change.

12. General.

12.1 Installation. Customer is responsible for providing access to the SafeMeasures website via the Internet to its users. Evident Change will, as requested, provide reasonable assistance (up to three hours) with set-up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. Customer may hire Evident Change to provide additional training or assistance at the prevailing published rates plus travel expenses.

12.2 Notification of Rights. In copying SafeMeasures web reports as authorized under the terms of this Agreement, Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. Customer will use reasonable efforts to keep persons with access to SafeMeasures from modifying or suppressing any of the copyright notices that appear on SafeMeasures media, documentation, files, and banners.

12.3 Service Fees. Evident Change reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement.

12.4 Complete Agreement, Modification of This Agreement. This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of Evident Change and Customer. Any term in Customer's purchase order that is in addition to or different from terms of this Agreement other than acceptance of the Reporting Service Subscription Fees for the Renewal Term, are not part of this Agreement.

12.5 Non-Assignment. Neither party may assign any portion of this agreement without the express written consent of the other party.

12.6 Confidentiality. Customer will not disclose SafeMeasures Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns except for information that is or later enters the public domain through no fault of Customer.

12.7 Privacy. Evident Change undergoes an annual SOC 2 audit to assess its success in ensuring the security, confidentiality, availability, and privacy of the data it processes. The resulting annual report of the audit results may be provided to the Customer upon request. In the event that a data subject contacts Evident Change with a request to exercise his/her rights, Evident Change staff shall document and refer the request to appropriate Customer personnel. Evident Change maintains a data use, destruction, and retention policy that outlines its commitments to secure data processing and personal data breach notification. Upon completion or termination of the contract, Evident Change shall delete/return all personal data to the Customer according to contractual obligations and/or Evident Charge's data use, destruction, and retention policy.

12.8 Waiver. The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.

12.9 Governing Law and Severability. The laws of the State of California and the United States govern this Agreement. Customer consents to jurisdiction and venue in the courts of Plumas County, Ca or in the United States District Court Eastern District of California for any claims arising out of this Agreement. If any part of this Agreement is held to be invalid, that part will be omitted, but the balance of the Agreement will remain in full force and effect.

12.10 Survival. All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.

12.11 Headings. The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.

12.12 HIPAA Compliance. Evident Change will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data. Customer acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the Customer data which is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, Evident Change acknowledges that the Customer data may include health information and other information of a personal and sensitive nature and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules.

12.13 Notices. All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below:

If to Evident Change: Evident Change
Attn: Chris Scharenbroch
426 South Yellowstone Drive, Suite 250
Madison, WI 53719
Phone: (800) 306-6223; Fax: (608) 831-6446
Email: csharenbroch@evidentchange.org

If to Customer: Neal Caiazzo, Director
270 County Hospital Road, Suite 207
Quincy, CA 95971
Phone/Fax: (530) 283-6350; (530) 283-6368
Email:
nealcaiazzo@countyofplumas.com.

Direct invoices to: Jennifer Bromby
270 County Hospital Road, Suite 207
Quincy, CA 95971
Phone: (530) 283-6350
Email: jenniferbromby@countyofplumas.com

Christine Renteria, Office Supervisor
270 County Hospital Road, Suite 207
Quincy, CA 95971
Phone/Fax: (530) 283-6350; (530) 283-6368
Email: christinerenteria@countyofplumas.com

Both parties have caused this Agreement to be executed by their respective duly authorized representatives

**Customer:**

Signature

Dwight Ceresola
Name

Board Chair
Title

Date

**Evident Change:**

Signature

Mindy J. Rowland
Name

Chief Legal & Operating Officer
Title

Date

**Customer:**

Signature

Heidi White
Name

Board Clerk
Title

Date

Approved as to form:

6/27/2023

Joshua Brechtel
Deputy County Counsel

**Exhibit A**

**Reporting Service and Additional Fees**

**Reporting Service Fee**

$14,806.00 for a 2-year Agreement

**Payment Schedule**

$7,187.00 due on Agreement effective date: July 1, 2023
$7,619.00 due on Agreement effective date: June 1, 2024

**Training (if requested by Customer)**

Up to two remote training sessions via the internet to train supervisors, managers, and administrators as requested by the County.

**Additional/Onsite Support/Training (if requested by Customer)**

- Time and Materials at $175 per hour
- All Travel Expenses

**County Responsibilities**

- Provide computer lab for training.
- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with Evident Change.
- Provide access to the SafeMeasures website: *https://app.safemeasures.org/ca/*

**Exhibit B**

**Insurance Provisions**

The following insurance provisions are required:

**1. INSURANCE**

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

| | | |
|---|---|---|
| (1) General Liability: (Including operations, products and completed operations.) | **$1,000,000** | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | **$1,000,000** | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | **$1,000,000** | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

| | | | |
|---|---|---|---|
| (1) | Cyber Liability: | **$1,000,000** | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) | Professional Liability: | **$2,000,000** | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Plumas, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Plumas, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor.

If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

EVIDENT CHANGE

Inform Systems. Transform Lives.

# RESOLUTION

By resolution of a 2/3 majority of the Board of Directors appointed pursuant to the bylaws of Evident Change, the following was adopted and recorded in the minute books of said corporation on this the 21st day of March, 2022, in accord with and pursuant to the charter and bylaws of said corporation, and is now in full force and effect:

RESOLVED, that:

The Board of Directors confirms that it delegates the authority to negotiate and execute contracts to certain active Executive Officers and Staff of the corporation.

The following Executive Officers and Staff of Evident Change are confirmed in their authority to engage in legal and binding contractual arrangements on behalf of the corporation:

Katherine H. Park
Chief Executive Officer

Angela Wolf
Chief Program Officer

Mindy Rowland
Chief Legal and Operations Officer

Toni Aleman
Director of Human Resources

**This resolution adds delegation to Mindy Rowland.**

**APPROVED**, on behalf of the Evident Change Board of Directors:

Board Secretary

3/21/22

Date

# PLUMAS COUNTY
# PLANNING DEPARTMENT
# MEMORANDUM

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

**FROM:** **Tracey Ferguson, Director of Planning**

**MEETING DATE:** **July 11, 2023**

**SUBJECT:** **Approve and authorize Chair to sign letter to State Department of Housing & Community Development delegating designee authority to County Administrative Officer and Planning Director under CV2-3 Dragonfly Cafe (20-CDBG-CV2-3-00299) and Small Business Assistance (20-CDBG-CV2-3-00376) Grant Programs for County of Plumas as approved by Resolution No. 21-8629 and Resolution No. 22-8653.**

**Recommendation:**
Approve and authorize Chair to sign letter to State Department of Housing & Community Development delegating designee authority to County Administrative Officer and Planning Director under CV2-3 Dragonfly Cafe (20-CDBG-CV2-3-00299) and Small Business Assistance (20-CDBG-CV2-3-00376) Grant Programs for County of Plumas as approved by Resolution No. 21-8629 and Resolution No. 22-8653.

**Background and Discussion:**
Effective February 27, 2022, the County Administrator (authorized signatory and delegating official relative to the above-subject agreement) resigned his position with Plumas County and the Board of Supervisors.

This letter serves as verification that the Plumas County Board of Supervisors, effective July 11, 2023, hereby authorizes the designation of the County Administrative Officer (designee) and Planning Director (designee) to act on behalf of the County Administrator in accordance with Plumas County Board of Supervisors Resolution No. 21-8629 & 22-8653, passed and adopted on September 21, 2021, and January 11, 2022, relative to the above-subject agreement.

Authorized designee actions include:

1. to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications, and
2. to enter into, execute and deliver an amendment to the Standard Agreement and any and all other documentation that may be required by the State from time to time for the purposes of this grant, and
3. to sign and submit Funds Requests and all required activity and financial reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

**Action:**

Approve and authorize Chair to sign letter to State Department of Housing & Community Development delegating designee authority to County Administrative Officer and Planning Director under CV2-3 Dragonfly Cafe (20-CDBG-CV2-3-00299) and Small Business Assistance (20-CDBG-CV2-3-00376) Grant Programs for County of Plumas as approved by Resolution No. 21-8629 and Resolution No. 22-8653.

**Fiscal Impact**:

None. Planning staff time is reimbursable under CV2-3 grant administration.

**Attachments:**

1. HCD_DesigneeLetter_20-CDBG-CV2-3 PLUMAS

# BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
TOM McGOWAN, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5

**July 11, 2023**

Lauren Pollick
Grant Administrator
State Department of Housing & Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

**VIA EMAIL:** Lauren.Pollick@hcd.ca.gov

**SUBJECT: DRAGONFLY CAFE (20-CDBG-CV2-3-00299) AND SMALL BUSINESS ASSISTANCE (20-CDBG-CV2-3-00376) COUNTY OF PLUMAS, RESOLUTION NO. 21-8629 & 22-8653 DESIGNEE AUTHORITY**

Dear Ms. Pollick:

Effective February 27, 2022, the County Administrator (authorized signatory and delegating official relative to the above-subject agreement) resigned his position with Plumas County and the Board of Supervisors.

This letter serves as verification that the Plumas County Board of Supervisors, effective July 11, 2023, hereby authorizes the designation of the County Administrative Officer (designee) and Planning Director (designee) to act on behalf of the County Administrator in accordance with Plumas County Board of Supervisors Resolution **No. 21-8629 & 22-8653**, passed and adopted on September 21, 2021, and January 11, 2022, relative to the above-subject agreement.

Authorized designee actions include:

1. to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications, and
2. to enter into, execute and deliver an amendment to the Standard Agreement and any and all other documentation that may be required by the State from time to time for the purposes of this grant, and
3. to sign and submit Funds Requests and all required activity and financial reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

If you have questions or require additional assistance, please feel free to contact Debra Lucero, County Administrative Officer at (530) 283-6446 or Tracey Ferguson, AICP, Planning Director, at 530-283-6214.

ATTEST:

Dwight Ceresola, Chair
Board of Supervisors

Heidi White, Clerk of the Board

# DEPARTMENT OF HUMAN RESOURCES

**1446 E. Main Street, Quincy, California 95971**
**(530) 283-6444 FAX (530) 283-6160**
**Email: nancyselvage@countyofplumas.com**

**DATE:** **July 5, 2023**

**TO:** **The Honorable Board of Supervisors**

**FROM:** **Nancy Selvage, Human Resources Director**

**SUBJECT:** **AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JULY 11, 2023**
**RE: APPROVE RESOLUTION ADOPTING PLUMAS COUNTY'S PAY SCHEDULE**

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## IT IS RECOMMENDED THAT THE BOARD:

Adopt Resolution to approve new job classification wage ranges for our Elected Officials (excluding the Board of Supervisors per Resolution #2023-8816), the reactivation of the Sheriffs Office Manager position for FY 23/24, and two (2) new Information Technology positions added to the Confidential Unit per Resolution #2023-8819.

## BACKGROUND AND DISCUSSIONS

Plumas County's pay scheduled has been updated to reflect new base wages and to meet the CalPERS CCR 370.5 Statutory and Regulatory Requirements for Publicly Available Pay Schedule.

Thank you for your consideration in this matter.

Attachments:

Exhibit A: Pay Schedule

RESOLUTION NO. 2023- _____

**RESOLUTION TO ADOPT PLUMAS COUNTY'S PAY SCHEDULE**

**WHEREAS,** Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan and Pay Schedules covering all positions in Plumas County; and

**WHEREAS,** during the Fiscal Year 2023/2024 needs may arise to amend the Job Classification Plan and Pay Schedule; and

**WHEREAS,** this is necessary in the daily operational needs of the Plumas County job classifications; and

**WHEREAS**, this request meets the CCR section 570.5 requirements for a publicly available pay schedule used to determine pay rates:

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

Approve this Resolution to adopt Plumas County's revised Pay Schedule.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 11th day of July 2023 by the following vote:

AYES:

NOES:

ABSENT:

_____
Chairperson, Board of Supervisors

ATTEST:

_____
Clerk of the Board

EXHIBIT A

# County of Plumas
## Pay Schedule

**Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX**

**CONFIDENTIAL EMPLOYEE UNIT**

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| ACCOUNTANT | $19.97 | $20.97 | $22.03 | $23.13 | $24.29 | $25.52 | $26.80 | $28.14 | $29.56 | $31.04 |
| ACCOUNTANT AUDITOR 1 | $22.58 | $23.71 | $24.90 | $26.15 | $27.46 | $28.83 | $30.27 | $31.80 | $33.38 | $35.07 |
| ACCOUNTANT AUDITOR 2 | $24.88 | $26.12 | $27.44 | $28.81 | $30.25 | $31.78 | $33.36 | $35.03 | $36.80 | $38.63 |
| ASSISTANT AUDITOR/CONTROLLER | $28.78 | $30.22 | $31.74 | $33.33 | $35.00 | $36.77 | $38.60 | $40.54 | $42.57 | $44.70 |
| ASST RISK MGR/SAFETY OFFICER | $26.93 | $28.28 | $29.69 | $31.18 | $32.75 | $34.39 | $36.11 | $37.93 | $39.81 | $41.81 |
| CHIEF DEPUTY AUDITOR | $27.45 | $28.82 | $30.26 | $31.79 | $33.37 | $35.06 | $36.82 | $38.65 | $40.60 | $42.64 |
| DEPUTY COUNTY COUNSEL 1 | $36.08 | $37.88 | $39.78 | $41.78 | $43.87 | $46.06 | $48.37 | $50.78 | $53.32 | $55.99 |
| DEPUTY COUNTY COUNSEL 2 | $40.22 | $42.23 | $44.34 | $46.56 | $48.89 | $51.33 | $53.90 | $56.59 | $59.42 | $62.39 |
| DEPUTY COUNTY COUNSEL 3 | $45.24 | $47.50 | $49.88 | $52.37 | $54.99 | $57.74 | $60.63 | $63.66 | $66.84 | $70.18 |
| FISCAL SUPPORT COORDINATOR | $18.81 | $19.75 | $20.75 | $21.79 | $22.89 | $24.05 | $25.25 | $26.52 | $27.85 | $29.23 |
| HR PAYROLL SPECIALIST 1 | $21.77 | $22.87 | $24.03 | $25.23 | $26.50 | $27.83 | $29.21 | $30.69 | $32.23 | $33.85 |
| HR PAYROLL SPECIALIST 2 | $24.01 | $25.22 | $26.49 | $27.82 | $29.20 | $30.68 | $32.22 | $33.84 | $35.53 | $37.32 |
| HUMAN RESOURCES ANALYST 1 | $22.57 | $23.70 | $24.89 | $26.14 | $27.45 | $28.82 | $30.26 | $31.79 | $33.37 | $35.06 |
| HUMAN RESOURCES ANALYST 2 | $24.88 | $26.12 | $27.44 | $28.81 | $30.25 | $31.78 | $33.36 | $35.03 | $36.80 | $38.63 |
| HUMAN RESOURCES TECHNICIAN 1 | $17.49 | $18.37 | $19.29 | $20.25 | $21.27 | $22.33 | $23.45 | $24.64 | $25.87 | $27.16 |
| HUMAN RESOURCES TECHNICIAN 2 | $19.29 | $20.25 | $21.27 | $22.33 | $23.45 | $24.64 | $25.87 | $27.16 | $28.54 | $29.97 |
| HUMAN RESOURCES TECHNICIAN 3 | $20.46 | $21.48 | $22.56 | $23.69 | $24.88 | $26.12 | $27.44 | $28.81 | $30.25 | $31.78 |
| LEAD FISCAL & TECH SERV ASST | $16.68 | $17.52 | $18.40 | $19.32 | $20.30 | $21.31 | $22.38 | $23.50 | $24.68 | $25.92 |
| MANAGEMENT ANALYST 1 | $22.57 | $23.70 | $24.89 | $26.14 | $27.45 | $28.82 | $30.26 | $31.79 | $33.37 | $35.06 |
| MANAGEMENT ANALYST 2 | $24.88 | $26.12 | $27.44 | $28.81 | $30.25 | $31.78 | $33.36 | $35.03 | $36.80 | $38.63 |
| NETWORK/EDR ADMINISTRATOR | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 | $35.33 | $37.10 | $38.95 | $40.90 | $42.94 |
| OFFICE OF EMERGENCY SERVICES-OES MGR. | $27.50 | $28.88 | $30.32 | $31.84 | $33.44 | $35.12 | $36.88 | $38.72 | $40.66 | $42.70 |
| PARALEGAL 1 | $21.77 | $22.87 | $24.03 | $25.23 | $26.50 | $27.83 | $29.21 | $30.69 | $32.23 | $33.85 |
| PARALEGAL 2 | $24.01 | $25.22 | $26.49 | $27.82 | $29.20 | $30.68 | $32.22 | $33.84 | $35.53 | $37.32 |
| PARALEGAL 3 | $27.52 | $28.91 | $30.35 | $31.88 | $33.48 | $35.16 | $36.92 | $38.78 | $40.72 | $42.76 |
| PAYROLL SPECIALIST 1 | $21.77 | $22.87 | $24.03 | $25.23 | $26.50 | $27.83 | $29.21 | $30.69 | $32.23 | $33.85 |
| PAYROLL SPECIALIST 2 | $24.01 | $25.22 | $26.49 | $27.82 | $29.20 | $30.68 | $32.22 | $33.84 | $35.53 | $37.32 |
| SAAS SYSTEMS ADMINISTRATOR | $29.78 | $31.27 | $32.84 | $34.49 | $36.22 | $38.03 | $39.93 | $41.93 | $44.03 | $46.23 |
| SYSTEMS ANALYST 1 | $26.15 | $27.46 | $28.83 | $30.27 | $31.80 | $33.38 | $35.07 | $36.84 | $38.67 | $40.62 |
| SYSTEMS ANALYST 2 | $28.78 | $30.22 | $31.74 | $33.33 | $35.00 | $36.77 | $38.60 | $40.54 | $42.57 | $44.70 |

# County of Plumas
## Pay Schedule

Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX

### CONTRACT EMPLOYEES

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| AIRPORT MANAGER | $22.03 | $23.14 | $24.29 | $25.51 | $26.78 | $28.12 | $29.53 | $31.00 | $32.55 | $34.18 |
| ASSISTANT COUNTY COUNSEL | $55.44 | $58.21 | $61.12 | $64.18 | $67.39 | $70.76 | $74.29 | $78.01 | $81.91 | $86.01 |
| BH DEPUTY DIRECTOR | $45.00 | $47.25 | $49.62 | $52.11 | $54.72 | $57.46 | $60.34 | $63.36 | $66.53 | $69.86 |
| CLERK OF THE BOARD OF SUPERVISORS | $26.44 | $27.77 | $29.16 | $30.61 | $32.14 | $33.75 | $35.44 | $37.22 | $39.08 | $41.34 |
| GRANT MANAGER | $35.00 | $36.77 | $38.60 | $40.54 | $42.57 | $44.70 | $46.93 | $49.28 | $51.74 | $54.33 |

**County of Plumas**
**Pay Schedule**

**Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX**

## DEPARTMENT HEADS

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| AG COMM/SEALER OF WTS & MEAS | $48.00 | $50.40 | $52.92 | $55.57 | $58.34 | $61.26 | $64.32 | $67.54 | $70.92 | $74.46 |
| ALCOHOL & DRUG ADMINISTRATOR | $36.06 | $37.87 | $39.77 | $41.76 | $43.85 | $46.05 | $48.36 | $50.78 | $53.32 | $55.99 |
| BEHAVIORAL HEALTH DIRECTOR | $58.00 | $60.90 | $63.95 | $67.14 | $70.50 | $74.02 | $77.73 | $81.61 | $85.69 | $89.98 |
| CHIEF PROBATION OFFICER | $45.00 | $47.25 | $49.61 | $52.09 | $54.70 | $57.43 | $60.30 | $63.32 | $66.49 | $69.81 |
| COUNTY ADMINISTRATIVE OFFICER | $75.00 | $78.75 | $82.69 | $86.82 | $91.16 | $95.72 | $100.51 | $105.53 | $110.81 | $116.35 |
| COUNTY COUNSEL | $70.71 | $74.25 | $77.96 | $81.86 | $85.95 | $90.25 | $94.76 | $99.50 | $104.47 | $109.69 |
| COUNTY FAIR MANAGER | $42.00 | $44.10 | $46.31 | $48.62 | $51.05 | $53.60 | $56.28 | $59.10 | $62.05 | $65.16 |
| COUNTY LIBRARIAN | $38.00 | $39.90 | $41.90 | $43.99 | $46.19 | $48.50 | $50.92 | $53.47 | $56.14 | $58.95 |
| DIRECTOR OF BUILDING SERVICES | $47.00 | $49.35 | $51.82 | $54.41 | $57.13 | $59.99 | $62.98 | $66.13 | $69.44 | $72.91 |
| DIRECTOR OF CHILD SUPPORT SVCS | $42.00 | $44.10 | $46.31 | $48.62 | $51.05 | $53.60 | $56.28 | $59.10 | $62.05 | $65.16 |
| DIRECTOR OF FACILITY SERVICES | $40.00 | $42.00 | $44.10 | $46.31 | $48.62 | $51.05 | $53.60 | $56.28 | $59.10 | $62.05 |
| DIRECTOR OF INFO TECHNOLOGIES | $48.00 | $50.40 | $52.92 | $55.57 | $58.34 | $61.26 | $64.32 | $67.54 | $70.92 | $74.46 |
| DIRECTOR OF PUBLIC HEALTH | $58.00 | $60.90 | $63.95 | $67.14 | $70.50 | $74.02 | $77.73 | $81.61 | $85.69 | $89.98 |
| DIRECTOR OF PUBLIC WORKS | $55.00 | $57.75 | $60.64 | $63.67 | $66.85 | $70.20 | $73.71 | $77.39 | $81.26 | $85.32 |
| DIRECTOR OF RISK MANAGEMENT AND SAFETY | $45.00 | $47.25 | $49.61 | $52.09 | $54.70 | $57.43 | $60.30 | $63.32 | $66.49 | $69.81 |
| ENVIRONMENTAL HEALTH DIRECTOR | $48.00 | $50.40 | $52.92 | $55.57 | $58.34 | $61.26 | $64.32 | $67.54 | $70.92 | $74.46 |
| HUMAN RESOURCES DIRECTOR | $50.00 | $52.50 | $55.13 | $57.88 | $60.78 | $63.81 | $67.00 | $70.36 | $73.87 | $77.57 |
| MUSEUM DIRECTOR | $30.00 | $31.50 | $33.08 | $34.73 | $36.47 | $38.29 | $40.20 | $42.21 | $44.32 | $46.54 |
| PLANNING DIRECTOR | $55.38 | $58.15 | $61.06 | $64.11 | $67.31 | $70.68 | $74.21 | $77.93 | $81.82 | $85.91 |
| SOCIAL SERV DIR/PUB GUARD/PC | $50.00 | $52.50 | $55.13 | $57.88 | $60.78 | $63.81 | $67.00 | $70.36 | $73.87 | $77.57 |

# County of Plumas
## Pay Schedule

**Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX**

### ELECTED OFFICALS

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| ASSESSOR | $44.35 | $0.00 | $0.00 | $0.00 | $0.00 | $46.58 | $48.90 | $51.35 | $53.92 | $56.61 |
| AUDITOR/CONTROLLER | $45.79 | $0.00 | $0.00 | $0.00 | $0.00 | $48.09 | $50.49 | $53.02 | $55.66 | $58.46 |
| BOARD OF SUPERVISORS-CPI 2014 | $22.08 | $0.00 | $0.00 | $0.00 | $0.00 | $23.19 | $24.35 | $25.56 | $26.84 | $28.19 |
| BOARD OF SUPERVISORS-CPI 2018 | $24.29 | $0.00 | $0.00 | $0.00 | $0.00 | $25.51 | $26.78 | $28.12 | $29.53 | $31.00 |
| BOARD OF SUPERVISORS-NON PERS-CPI 2022 | $30.36 | $0.00 | $0.00 | $0.00 | $0.00 | $31.87 | $33.47 | $35.14 | $36.90 | $38.74 |
| BOARD OF SUPERVISORS-PERSABLE-CPI 2022 | $28.38 | $0.00 | $0.00 | $0.00 | $0.00 | $29.80 | $31.29 | $32.85 | $34.50 | $36.22 |
| BOARD OF SUPERVISORS-NON PERS-CPI 2023 | $31.62 | $0.00 | $0.00 | $0.00 | $0.00 | $33.20 | $34.86 | $36.60 | $38.43 | $40.35 |
| BOARD OF SUPERVISORS-PERSABLE-CPI 2023 | $29.56 | $0.00 | $0.00 | $0.00 | $0.00 | $31.04 | $32.59 | $34.22 | $35.93 | $37.73 |
| CLERK-RECORDER ** | $44.35 | $0.00 | $0.00 | $0.00 | $0.00 | $46.58 | $48.90 | $51.35 | $53.92 | $56.61 |
| DISTRICT ATTORNEY | $81.41 | $0.00 | $0.00 | $0.00 | $0.00 | $85.48 | $89.76 | $94.24 | $98.95 | $103.91 |
| SHERIFF/CORONER | $56.47 | $0.00 | $0.00 | $0.00 | $0.00 | $59.30 | $62.26 | $65.37 | $68.63 | $72.07 |
| TREASURER/TAX COLLECTOR ** | $44.35 | $0.00 | $0.00 | $0.00 | $0.00 | $46.58 | $48.90 | $51.35 | $53.92 | $56.61 |

**** Stipends adopted by Ordinance #07-1059 on 09/02/2007, revised as of 06/18/2023 per Ordinance #22-1142 adopted 03/01/2022**

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| CLERK-RECORDER | $4.11 | $0.00 | $0.00 | $0.00 | $0.00 | $4.32 | $4.53 | $4.76 | $5.00 | $5.24 |
| TREASURER/TAX COLLECTOR | $4.97 | $0.00 | $0.00 | $0.00 | $0.00 | $5.22 | $5.48 | $5.76 | $6.04 | $6.35 |

# County of Plumas
## Pay Schedule

**Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX**

### OE3 PUBLIC WORKS

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| ASSOCIATE ENGINEER | $28.95 | $30.39 | $31.93 | $33.53 | $35.21 | $36.97 | $38.83 | $40.78 | $42.82 | $44.97 |
| ENGINEERING AIDE | $16.50 | $17.33 | $18.19 | $19.10 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 |
| ENGINEERING TECHNICIAN 1 | $20.00 | $21.01 | $22.07 | $23.17 | $24.34 | $25.56 | $26.85 | $28.19 | $29.61 | $31.10 |
| ENGINEERING TECHNICIAN 2 | $21.62 | $22.69 | $23.85 | $25.05 | $26.30 | $27.62 | $29.01 | $30.46 | $31.99 | $33.61 |
| EQUIPMENT SERVICE WORKER | $16.50 | $17.33 | $18.19 | $19.10 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 |
| FISCAL/TECHNICAL SERVICES ASSISTANT 1 | $16.50 | $17.33 | $18.19 | $19.10 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 |
| FISCAL/TECHNICAL SERVICES ASSISTANT 2 | $17.33 | $18.19 | $19.10 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 | $26.89 |
| FISCAL/TECHNICAL SERVICES ASSISTANT 3 | $19.10 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 | $26.89 | $28.24 | $29.65 |
| LEAD POWER EQUIPMENT MECHANIC | $22.48 | $23.62 | $24.81 | $26.05 | $27.37 | $28.73 | $30.18 | $31.70 | $33.29 | $34.96 |
| MANAGEMENT ANALYST 1 | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| MANAGEMENT ANALYST 2 | $24.09 | $25.29 | $26.56 | $27.89 | $29.28 | $30.76 | $32.31 | $33.92 | $35.62 | $37.40 |
| MECHANIC/SHOP TECHNICIAN | $20.37 | $21.40 | $22.47 | $23.61 | $24.79 | $26.04 | $27.36 | $28.72 | $30.16 | $31.67 |
| POWER EQUIPMENT MECHANIC 1 | $18.85 | $19.79 | $20.79 | $21.84 | $22.94 | $24.09 | $25.30 | $26.57 | $27.91 | $29.30 |
| POWER EQUIPMENT MECHANIC 2 | $20.37 | $21.40 | $22.47 | $23.61 | $24.79 | $26.04 | $27.36 | $28.72 | $30.16 | $31.67 |
| PRINCIPAL TRANSPORTATION PLANNER | $33.52 | $35.20 | $36.96 | $38.82 | $40.77 | $42.81 | $44.96 | $47.21 | $49.58 | $52.05 |
| PUBLIC WORKS MAINTENANCE LEADWORKER | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 | $26.89 | $28.24 | $29.65 | $31.13 |
| PUBLIC WORKS MAINTENANCE WORKER 1 | $16.50 | $17.33 | $18.19 | $19.10 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 |
| PUBLIC WORKS MAINTENANCE WORKER 2 | $17.33 | $18.19 | $19.10 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 | $26.89 |
| PUBLIC WORKS MAINTENANCE WORKER 3 | $19.10 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 | $26.89 | $28.24 | $29.65 |
| PUBLIC WORKS SENIOR ENV. PLANNER | $28.95 | $30.39 | $31.93 | $33.53 | $35.21 | $36.97 | $38.83 | $40.78 | $42.82 | $44.97 |
| SENIOR ENGINEERING TECHNICIAN | $23.83 | $25.01 | $26.28 | $27.59 | $28.97 | $30.42 | $31.96 | $33.55 | $35.24 | $37.00 |
| SOLID WASTE PROGRAM MANAGER | $26.27 | $27.58 | $28.96 | $30.41 | $31.94 | $33.53 | $35.21 | $36.97 | $38.83 | $40.77 |
| WELDER | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 | $27.90 | $29.29 | $30.77 |

**County of Plumas**
**Pay Schedule**

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**OE3 PUBLIC WORKS MID-MGMT**

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| ASSISTANT DIRECTOR OF PUBLIC WORKS | $35.19 | $36.95 | $38.81 | $40.76 | $42.80 | $44.95 | $47.20 | $49.57 | $52.04 | $54.65 |
| DEPUTY DIRECTOR OF PUBLIC WORKS | $35.19 | $36.95 | $38.81 | $40.76 | $42.80 | $44.95 | $47.20 | $49.57 | $52.04 | $54.65 |
| EQUIPMENT MAINTENANCE SUPERVISOR | $26.27 | $27.58 | $28.96 | $30.41 | $31.94 | $33.53 | $35.21 | $36.97 | $38.83 | $40.77 |
| PUBLIC WORKS ADMIN SERVICES OFFICER | $34.30 | $36.01 | $37.81 | $39.71 | $41.70 | $43.79 | $45.98 | $48.29 | $50.72 | $53.26 |
| PW FISCAL OFFICER/ADMIN SERVICES MANAGER | $30.23 | $31.75 | $33.35 | $35.02 | $36.78 | $38.63 | $40.57 | $42.59 | $44.73 | $46.97 |
| PW ROAD MAINTENANCE SUPERVISOR | $23.22 | $24.38 | $25.60 | $26.90 | $28.25 | $29.66 | $31.15 | $32.72 | $34.36 | $36.08 |

**County of Plumas**
**Pay Schedule**

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**OE3 GENERAL**

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| 4-H REPRESENTATIVE | $17.66 | $18.54 | $19.46 | $20.45 | $21.47 | $22.56 | $23.70 | $24.88 | $26.13 | $27.43 |
| ACCOUNTANT | $18.57 | $19.51 | $20.49 | $21.51 | $22.60 | $23.74 | $24.93 | $26.18 | $27.49 | $28.87 |
| ACCOUNTING TECHNICIAN | $17.74 | $18.63 | $19.58 | $20.55 | $21.58 | $22.66 | $23.80 | $24.99 | $26.25 | $27.56 |
| ADMINISTRATIVE ASSISTANT 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| ADMINISTRATIVE ASSISTANT 2 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 |
| AG & STANDARDS INSPECTOR 1 | $20.81 | $21.85 | $22.95 | $24.10 | $25.31 | $26.58 | $27.91 | $29.32 | $30.78 | $32.33 |
| AG & STANDARDS INSPECTOR 2 | $24.20 | $25.42 | $26.69 | $28.02 | $29.43 | $30.91 | $32.46 | $34.09 | $35.80 | $37.59 |
| AG & STANDARDS INSPECTOR 3 | $26.70 | $28.04 | $29.45 | $30.92 | $32.47 | $34.10 | $35.81 | $37.61 | $39.49 | $41.47 |
| AG & STANDARDS TECHNICIAN 1 | $16.08 | $16.89 | $17.74 | $18.63 | $19.58 | $20.55 | $21.58 | $22.66 | $23.80 | $24.99 |
| AG & STANDARDS TECHNICIAN 2 | $19.45 | $20.42 | $21.44 | $22.51 | $23.64 | $24.82 | $26.06 | $27.37 | $28.73 | $30.17 |
| AG & STANDARDS TECHNICIAN 3 | $19.17 | $20.13 | $21.15 | $22.21 | $23.33 | $24.50 | $25.73 | $27.02 | $28.37 | $29.80 |
| AG & STANDARDS MANAGEMENT ANALYST 1 | $21.55 | $22.63 | $23.77 | $24.96 | $26.21 | $27.52 | $28.91 | $30.35 | $31.88 | $33.48 |
| AG & STANDARDS MANAGEMENT ANALYST 2 | $23.96 | $25.16 | $26.42 | $27.75 | $29.14 | $30.61 | $32.14 | $33.75 | $35.44 | $37.22 |
| ALCOHOL & DRUG PREV COORD | $18.71 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 |
| ALCOHOL & DRUG THERAPIST 1 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 | $35.33 |
| ALCOHOL & DRUG THERAPIST 2 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 | $38.94 |
| ALTERNATIVE SENTENCING COORD | $19.58 | $20.55 | $21.58 | $22.66 | $23.80 | $24.99 | $26.25 | $27.56 | $28.95 | $30.40 |
| ANIMAL CONTROL OFFICER 1 | $18.25 | $19.16 | $20.12 | $21.13 | $22.18 | $23.29 | $24.46 | $25.68 | $26.96 | $28.31 |
| ANIMAL CONTROL OFFICER 2 | $21.13 | $22.18 | $23.29 | $24.46 | $25.68 | $26.96 | $28.31 | $29.73 | $31.21 | $32.78 |
| ANIMAL SHELTER ATTENDANT | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| APPRAISAL ASSISTANT | $17.74 | $18.63 | $19.58 | $20.55 | $21.58 | $22.66 | $23.80 | $24.99 | $26.25 | $27.56 |
| APPRAISER 1 | $18.71 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 |
| APPRAISER 2 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 | $30.55 | $32.08 |
| APPRAISER 3 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 | $35.33 |
| ASSISTANT COOK | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| ASSISTANT MUSEUM DIRECTOR | $16.48 | $17.30 | $18.17 | $19.09 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 |
| ASSISTANT PLANNER | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 | $30.55 |
| ASSOCIATE PLANNER | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 |
| AUDITOR ACCOUNTING CLERK 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| AUDITOR ACCOUNTING CLERK 2 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 |
| AUDITOR ACCOUNTING TECH 1 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 | $27.90 | $29.29 |
| AUDITOR/APPRAISER 1 | $17.74 | $18.63 | $19.58 | $20.55 | $21.58 | $22.66 | $23.80 | $24.99 | $26.25 | $27.56 |
| AUDITOR/APPRAISER 2 | $19.18 | $20.15 | $21.16 | $22.22 | $23.33 | $24.51 | $25.73 | $27.02 | $28.38 | $29.80 |
| AUDITOR/APPRAISER 3 | $21.15 | $22.21 | $23.32 | $24.50 | $25.72 | $27.01 | $28.37 | $29.79 | $31.28 | $32.85 |
| BH ADMINISTRATIVE ASSISTANT 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| BH ADMINISTRATIVE ASSISTANT 2 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
|---|---|---|---|---|---|---|---|---|---|---|
| BH CASE MGMT SPECIALIST 1 | $20.90 | $21.96 | $23.05 | $24.21 | $25.42 | $26.70 | $28.04 | $29.45 | $30.92 | $32.48 |
| BH CASE MGMT SPECIALIST 2 | $23.04 | $24.20 | $25.41 | $26.69 | $28.03 | $29.44 | $30.91 | $32.47 | $34.10 | $35.80 |
| BH CASE MGMT SPECIALIST SR | $25.18 | $26.46 | $27.78 | $29.17 | $30.64 | $32.17 | $33.78 | $35.48 | $37.26 | $39.12 |
| BH CLINICAL RECORDS SPECIALIST | $18.22 | $19.14 | $20.10 | $21.10 | $22.17 | $23.28 | $24.45 | $25.67 | $26.96 | $28.31 |
| BH QUALITY ASSURANCE COORD | $27.87 | $29.26 | $30.74 | $32.29 | $33.90 | $35.60 | $37.38 | $39.26 | $41.23 | $43.30 |
| BH SITE COORDINATOR | $19.34 | $20.32 | $21.33 | $22.41 | $23.52 | $24.71 | $25.95 | $27.24 | $28.62 | $30.05 |
| BH SUPERVISING SITE COORD | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 |
| BH SUPPORT SERVICES COORD | $17.30 | $18.18 | $19.09 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.62 | $26.91 |
| BH SUPPORTIVE SERVICES TECH 1 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 |
| BH SUPPORTIVE SERVICES TECH 2 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 |
| BH SYSTEMS ANALYST | $26.79 | $28.15 | $29.55 | $31.04 | $32.60 | $34.24 | $35.95 | $37.75 | $39.65 | $41.64 |
| BH THERAPIST 1 | $26.07 | $27.37 | $28.74 | $30.19 | $31.69 | $33.28 | $34.95 | $36.71 | $38.55 | $40.49 |
| BH THERAPIST 2 | $28.72 | $30.17 | $31.66 | $33.26 | $34.93 | $36.68 | $38.53 | $40.46 | $42.49 | $44.62 |
| BH THERAPIST SENIOR | $31.71 | $33.30 | $34.97 | $36.73 | $38.57 | $40.51 | $42.54 | $44.67 | $46.90 | $49.25 |
| BLDG & GRNDS MAINT TECHNICIAN | $20.42 | $21.44 | $22.51 | $23.64 | $24.82 | $26.06 | $27.37 | $28.73 | $30.17 | $31.68 |
| BLDG & GRNDS MAINT WORKER 1 | $16.00 | $16.80 | $17.64 | $18.52 | $19.45 | $20.42 | $21.44 | $22.51 | $23.64 | $24.82 |
| BLDG & GRNDS MAINT WORKER 2 | $16.80 | $17.64 | $18.52 | $19.45 | $20.42 | $21.44 | $22.51 | $23.64 | $24.82 | $26.06 |
| BLDG & GRNDS MAINT WORKER 3 | $19.45 | $20.42 | $21.44 | $22.51 | $23.64 | $24.82 | $26.06 | $27.37 | $28.73 | $30.17 |
| BRANCH LIBRARY ASSISTANT 1 | $16.54 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 |
| BRANCH LIBRARY ASSISTANT 2 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 |
| BUILDING INSPECTOR 1 | $20.14 | $21.15 | $22.22 | $23.34 | $24.51 | $25.75 | $27.04 | $28.39 | $29.81 | $31.31 |
| BUILDING INSPECTOR 2 | $23.31 | $24.49 | $25.72 | $27.01 | $28.36 | $29.78 | $31.27 | $32.84 | $34.49 | $36.22 |
| BUILDING PLANCHECK INSPECTOR | $25.06 | $26.32 | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 |
| BUILDING PLANS EXAMINER 1 | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 |
| BUILDING PLANS EXAMINER 2 | $26.32 | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 | $40.88 |
| CADASTRAL DRAFTING SPECIALST | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 | $35.33 |
| CHILD SUPPORT ACCOUNTING SPEC | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 | $30.55 |
| CHILD SUPPORT ASSISTANT I | $15.90 | $16.70 | $17.53 | $18.41 | $19.33 | $20.29 | $21.31 | $22.37 | $23.49 | $24.67 |
| CHILD SUPPORT ASSISTANT II | $17.54 | $18.42 | $19.34 | $20.32 | $21.33 | $22.41 | $23.52 | $24.71 | $25.95 | $27.24 |
| CHILD SUPPORT ASSISTANT III | $18.37 | $19.29 | $20.25 | $21.27 | $22.33 | $23.45 | $24.64 | $25.87 | $27.16 | $28.52 |
| CHILD SUPPORT LEGAL CLERK I | $16.46 | $17.28 | $18.15 | $19.05 | $20.01 | $21.01 | $22.06 | $23.16 | $24.32 | $25.53 |
| CHILD SUPPORT LEGAL CLERK II | $18.09 | $18.99 | $19.96 | $20.95 | $22.01 | $23.10 | $24.27 | $25.48 | $26.75 | $28.09 |
| CHILD SUPPORT LEGAL CLERK III | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 | $28.28 | $29.70 |
| CHILD SUPPORT SPECIALIST 1 | $18.42 | $19.34 | $20.32 | $21.33 | $22.41 | $23.52 | $24.71 | $25.95 | $27.24 | $28.62 |
| CHILD SUPPORT SPECIALIST 2 | $19.82 | $20.81 | $21.85 | $22.95 | $24.10 | $25.31 | $26.58 | $27.91 | $29.32 | $30.78 |
| CHILD SUPPORT SPECIALIST 3 | $21.49 | $22.56 | $23.69 | $24.88 | $26.12 | $27.44 | $28.81 | $30.25 | $31.78 | $33.37 |
| CODE ENFORCEMENT OFFICER | $25.30 | $26.57 | $27.90 | $29.29 | $30.77 | $32.32 | $33.93 | $35.63 | $37.41 | $39.29 |
| COLLECTIONS OFFICER 1 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 | $30.55 |
| COLLECTIONS OFFICER 2 | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| COMMUNITY OUTREACH COORDINATOR | $18.71 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 |
| CUSTODIAN | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| DA ADMIN/ASST PUBLIC ADMIN | $21.67 | $22.76 | $23.90 | $25.09 | $26.35 | $27.66 | $29.06 | $30.52 | $32.06 | $33.66 |
| DA INVESTIGATIONS SPECIALIST | $25.17 | $26.45 | $27.77 | $29.16 | $30.63 | $32.16 | $33.77 | $35.47 | $37.25 | $39.11 |
| DA INVESTIGATIVE ASSISTANT | $20.17 | $21.18 | $22.24 | $23.35 | $24.53 | $25.77 | $27.06 | $28.42 | $29.84 | $31.33 |
| DEPUTY CHILD SUP ATTORNEY 1 | $26.95 | $28.30 | $29.71 | $31.21 | $32.78 | $34.43 | $36.16 | $37.97 | $39.87 | $41.87 |
| DEPUTY CHILD SUP ATTORNEY 2 | $29.74 | $31.23 | $32.80 | $34.45 | $36.18 | $37.99 | $39.89 | $41.89 | $43.99 | $46.20 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
|---|---|---|---|---|---|---|---|---|---|---|
| DEPUTY CLERK-RECORDER 1 | $16.23 | $17.05 | $17.91 | $18.81 | $19.76 | $20.76 | $21.81 | $22.90 | $24.05 | $25.25 |
| DEPUTY CLERK-RECORDER 2 | $18.69 | $19.62 | $20.61 | $21.64 | $22.72 | $23.87 | $25.06 | $26.33 | $27.63 | $29.03 |
| DEPUTY DISTRICT ATTORNEY 1 | $35.18 | $36.94 | $38.79 | $40.73 | $42.76 | $44.90 | $47.14 | $49.50 | $51.98 | $54.58 |
| DEPUTY DISTRICT ATTORNEY 2 | $39.16 | $41.12 | $43.17 | $45.33 | $47.60 | $49.98 | $52.48 | $55.10 | $57.86 | $60.75 |
| DEPUTY DISTRICT ATTORNEY 3 | $43.60 | $45.78 | $48.07 | $50.47 | $53.00 | $55.65 | $58.43 | $61.35 | $64.42 | $67.64 |
| DEPUTY PUB GUARD/CONSERVATOR 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| DEPUTY PUB GUARD/CONSERVATOR 2 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 |
| DISTRICT ATTORNEY INVESTIGATOR | $23.32 | $24.49 | $25.72 | $27.01 | $28.36 | $29.79 | $31.28 | $32.85 | $34.50 | $36.23 |
| DRINKING DRIVER COORDINATOR | $18.71 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 |
| DRIVER 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| DRIVER 2 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 |
| DRIVER 3 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 |
| ELECTIONS COORDINATOR | $24.68 | $25.93 | $27.22 | $28.60 | $30.04 | $31.55 | $33.14 | $34.80 | $36.55 | $38.39 |
| ELECTIONS SERVICES ASSISTANT 1 | $16.23 | $17.05 | $17.91 | $18.81 | $19.76 | $20.76 | $21.81 | $22.90 | $24.05 | $25.25 |
| ELECTIONS SERVICES ASSISTANT 2 | $18.69 | $19.62 | $20.61 | $21.64 | $22.72 | $23.87 | $25.06 | $26.33 | $27.63 | $29.03 |
| ELECTIONS SPECIALIST | $21.64 | $22.72 | $23.87 | $25.06 | $26.33 | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 |
| ELIGIBILITY SPECIALIST 1 | $16.00 | $16.80 | $17.64 | $18.52 | $19.45 | $20.42 | $21.44 | $22.51 | $23.64 | $24.82 |
| ELIGIBILITY SPECIALIST 2 | $17.64 | $18.52 | $19.45 | $20.42 | $21.44 | $22.51 | $23.64 | $24.82 | $26.06 | $27.37 |
| ELIGIBILITY SPECIALIST 3 | $19.45 | $20.42 | $21.44 | $22.51 | $23.64 | $24.82 | $26.06 | $27.37 | $28.73 | $30.17 |
| EMPLOYMENT & TRAINING WORKER 1 | $18.11 | $19.01 | $19.98 | $20.97 | $22.03 | $23.12 | $24.29 | $25.50 | $26.78 | $28.13 |
| EMPLOYMENT & TRAINING WORKER 2 | $19.96 | $20.95 | $22.01 | $23.10 | $24.27 | $25.48 | $26.76 | $28.11 | $29.51 | $31.00 |
| EMPLOYMENT & TRAINING WORKER 3 | $22.00 | $23.09 | $24.26 | $25.47 | $26.75 | $28.10 | $29.50 | $30.99 | $32.54 | $34.17 |
| ENVIRONMENTAL HEALTH AIDE | $17.30 | $18.18 | $19.09 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.63 | $26.91 |
| ENVIRONMENTAL HEALTH SPEC 1 | $24.32 | $25.54 | $26.82 | $28.18 | $29.58 | $31.07 | $32.63 | $34.27 | $35.98 | $37.78 |
| ENVIRONMENTAL HEALTH SPEC 2 | $26.83 | $28.19 | $29.59 | $31.08 | $32.64 | $34.28 | $35.99 | $37.79 | $39.69 | $41.68 |
| ENVIRONMENTAL HEALTH SPEC 3 | $29.52 | $31.01 | $32.56 | $34.20 | $35.91 | $37.71 | $39.61 | $41.59 | $43.68 | $45.86 |
| ENVIRONMENTAL HEALTH TECH 1 | $17.30 | $18.18 | $19.09 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.63 | $26.91 |
| ENVIRONMENTAL HEALTH TECH 2 | $18.71 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 |
| EPIDEMIOLOGIST | $35.00 | $36.75 | $38.59 | $40.52 | $42.54 | $44.67 | $46.90 | $49.25 | $51.72 | $54.31 |
| EXECUTIVE ASSISTANT-PLANNING | $16.48 | $17.30 | $18.17 | $19.09 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 |
| FAIR FISCAL COORDINATOR 1 | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| FAIR FISCAL COORDINATOR 2 | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 |
| FAMILY VIOLENCE OFFICER | $18.72 | $19.66 | $20.64 | $21.69 | $22.78 | $23.92 | $25.12 | $26.38 | $27.71 | $29.10 |
| FIELD SERVICES ASSISTANT | $15.70 | $16.49 | $17.32 | $18.20 | $19.12 | $20.08 | $21.08 | $22.15 | $23.26 | $24.43 |
| FISCAL & TECH SERVICES ASST 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| FISCAL & TECH SERVICES ASST 2 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 |
| FISCAL & TECH SERVICES ASST 3 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 | $27.90 |
| GEO INFO SYS (GIS) PLANNER 1 | $22.20 | $23.31 | $24.49 | $25.71 | $27.00 | $28.36 | $29.78 | $31.27 | $32.84 | $34.49 |
| GEO INFO SYS (GIS) PLANNER 2 | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 |
| HAZ MAT SPECIALIST 1 | $24.32 | $25.54 | $26.82 | $28.18 | $29.58 | $31.07 | $32.63 | $34.27 | $35.98 | $37.78 |
| HAZ MAT SPECIALIST 2 | $26.83 | $28.19 | $29.59 | $31.08 | $32.64 | $34.28 | $35.99 | $37.79 | $39.69 | $41.68 |
| HAZ MAT SPECIALIST 3 | $29.52 | $31.01 | $32.56 | $34.20 | $35.91 | $37.71 | $39.61 | $41.59 | $43.68 | $45.86 |
| HEAD COOK | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 |
| HEALTH AIDE 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| HEALTH AIDE 2 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
|---|---|---|---|---|---|---|---|---|---|---|
| HEALTH EDUCATION COORDINATOR 1 | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 |
| HEALTH EDUCATION SPECIALIST | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| HIV SPECIALTY CLINIC THERAPIST | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 | $38.94 |
| INFORMATION SYSTEMS TECHNICIAN | $22.36 | $23.47 | $24.65 | $25.89 | $27.18 | $28.55 | $29.98 | $31.48 | $33.06 | $34.72 |
| LEAD DEPUTY CLERK-RECORDER | $21.64 | $22.72 | $23.87 | $25.06 | $26.33 | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 |
| LEGAL SECRETARY | $19.19 | $20.16 | $21.17 | $22.23 | $23.34 | $24.52 | $25.75 | $27.03 | $28.39 | $29.81 |
| LEGAL SECRETARY - SENIOR | $20.36 | $21.38 | $22.46 | $23.59 | $24.77 | $26.01 | $27.32 | $28.69 | $30.12 | $31.63 |
| LEGAL SECRETARY - TRAINEE | $17.40 | $18.28 | $19.20 | $20.16 | $21.18 | $22.24 | $23.36 | $24.53 | $25.76 | $27.05 |
| LEGAL SERVICES ASSISTANT 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| LEGAL SERVICES ASSISTANT 2 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 |
| LIBRARIAN | $21.54 | $22.62 | $23.76 | $24.95 | $26.21 | $27.52 | $28.91 | $30.36 | $31.88 | $33.48 |
| LIBRARY AIDE | $15.75 | $16.54 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 |
| LIBRARY LITERACY CLERK | $15.75 | $16.54 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 |
| LIBRARY TECHNICIAN | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 | $28.28 |
| LICENSED VOCATIONAL NURSE 1-BH | $20.69 | $21.74 | $22.83 | $23.97 | $25.17 | $26.45 | $27.77 | $29.16 | $30.63 | $32.16 |
| LICENSED VOCATIONAL NURSE 1-PH | $20.69 | $21.74 | $22.83 | $23.97 | $25.17 | $26.45 | $27.77 | $29.16 | $30.63 | $32.16 |
| LICENSED VOCATIONAL NURSE 2-BH | $21.73 | $22.82 | $23.96 | $25.16 | $26.43 | $27.76 | $29.15 | $30.62 | $32.15 | $33.76 |
| LICENSED VOCATIONAL NURSE 2-PH | $21.73 | $22.82 | $23.96 | $25.16 | $26.43 | $27.76 | $29.15 | $30.62 | $32.15 | $33.76 |
| LITERACY PROGRAM ASSISTANT 1 | $16.54 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 |
| LITERACY PROGRAM ASSISTANT 2 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 |
| MANAGEMENT ANALYST 1 | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| MANAGEMENT ANALYST 2 | $24.09 | $25.29 | $26.56 | $27.89 | $29.28 | $30.76 | $32.31 | $33.92 | $35.62 | $37.40 |
| MENTORING COORDINATOR | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| MUSEUM REGISTRAR | $15.75 | $16.54 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 |
| NATURAL RESOURCES ANALYST | $21.15 | $22.21 | $23.32 | $24.50 | $25.72 | $27.01 | $28.37 | $29.79 | $31.28 | $32.85 |
| NURSE PRACTITIONER | $47.63 | $50.02 | $52.53 | $55.16 | $57.91 | $60.82 | $63.87 | $67.07 | $70.42 | $73.94 |
| OFFICE ASSISTANT 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| OFFICE ASSISTANT 2 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 |
| OFFICE ASSISTANT 3 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 | $27.90 |
| OFFICE AUTOMATION ANALYST | $22.73 | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 |
| OFFICE AUTOMATION SPECIALIST | $18.72 | $19.66 | $20.64 | $21.69 | $22.78 | $23.92 | $25.12 | $26.38 | $27.71 | $29.10 |
| PARALEGAL 1 | $16.48 | $17.30 | $18.17 | $19.09 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 |
| PARALEGAL 2 | $18.17 | $19.09 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 | $26.91 | $28.26 |
| PARALEGAL 3 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 | $30.55 |
| PERMIT TECHNICIAN | $16.88 | $17.73 | $18.62 | $19.58 | $20.55 | $21.58 | $22.66 | $23.80 | $24.99 | $26.25 |
| PHYSICIAN ASSISTANT | $47.63 | $50.02 | $52.53 | $55.16 | $57.91 | $60.82 | $63.87 | $67.07 | $70.42 | $73.94 |
| PLANNING TECHNICIAN | $18.26 | $19.17 | $20.13 | $21.14 | $22.20 | $23.31 | $24.48 | $25.70 | $26.99 | $28.34 |
| PREVENTION AIDE | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| PROG COMPL & TRAINING ANALYST | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 | $30.55 |
| PROGRAMMER ANALYST | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 | $35.33 |
| PROJECT MANAGER | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 | $40.88 | $42.93 |
| PROPERTY TAX ASSESSMENT SPEC 1 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 |
| PROPERTY TAX ASSESSMENT SPEC 2 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 | $28.28 | $29.70 |
| PROPERTY TAX ASSESSMENT TECH | $15.75 | $16.54 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
|---|---|---|---|---|---|---|---|---|---|---|
| PSYCHIATRIC NURSE 1 | $26.79 | $28.15 | $29.55 | $31.04 | $32.60 | $34.24 | $35.95 | $37.75 | $39.65 | $41.64 |
| PSYCHIATRIC NURSE 2 | $30.01 | $31.51 | $33.09 | $34.75 | $36.49 | $38.32 | $40.24 | $42.26 | $44.38 | $46.61 |
| PSYCHIATRIC TECHNICIAN | $18.71 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 |
| PUBLIC HEALTH DATABASE ANALYST | $26.79 | $28.15 | $29.55 | $31.04 | $32.60 | $34.24 | $35.95 | $37.75 | $39.65 | $41.64 |
| PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR | $26.32 | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 | $40.88 |
| PUBLIC HEALTH NURSE 1 | $26.79 | $28.15 | $29.55 | $31.04 | $32.60 | $34.24 | $35.95 | $37.75 | $39.65 | $41.64 |
| PUBLIC HEALTH NURSE 2 | $30.01 | $31.51 | $33.09 | $34.75 | $36.49 | $38.32 | $40.24 | $42.26 | $44.38 | $46.61 |
| PUBLIC HEALTH NURSE 3 | $33.22 | $34.89 | $36.64 | $38.48 | $40.41 | $42.44 | $44.56 | $46.79 | $49.14 | $51.60 |
| QUALITY ASSURANCE COORDINATOR | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 | $38.94 |
| RECORDS MANAGEMENT TECH 1 | $15.50 | $16.28 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 |
| RECORDS MANAGEMENT TECH 2 | $17.09 | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 |
| REGISTERED DENTAL ASSISTANT 1 | $20.69 | $21.74 | $22.83 | $23.97 | $25.17 | $26.45 | $27.77 | $29.16 | $30.63 | $32.16 |
| REGISTERED DENTAL ASSISTANT 2 | $21.73 | $22.82 | $23.96 | $25.16 | $26.43 | $27.76 | $29.15 | $30.62 | $32.15 | $33.76 |
| REGISTERED NURSE 1 - BH | $26.79 | $28.15 | $29.55 | $31.04 | $32.60 | $34.24 | $35.95 | $37.75 | $39.65 | $41.64 |
| REGISTERED NURSE 1 - PH | $26.79 | $28.15 | $29.55 | $31.04 | $32.60 | $34.24 | $35.95 | $37.75 | $39.65 | $41.64 |
| REGISTERED NURSE 2 - BH | $30.01 | $31.51 | $33.09 | $34.75 | $36.49 | $38.32 | $40.24 | $42.26 | $44.38 | $46.61 |
| REGISTERED NURSE 2 - PH | $30.01 | $31.51 | $33.09 | $34.75 | $36.49 | $38.32 | $40.24 | $42.26 | $44.38 | $46.61 |
| SENIOR BUILDING INSPECTOR | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 |
| SENIOR BUILDING PLNCHK INSP | $27.55 | $28.94 | $30.39 | $31.91 | $33.51 | $35.19 | $36.95 | $38.81 | $40.75 | $42.79 |
| SENIOR DISTRICT ATTORNEY INVST | $25.69 | $26.98 | $28.33 | $29.76 | $31.25 | $32.82 | $34.47 | $36.20 | $38.02 | $39.92 |
| SENIOR PERMIT TECHNICIAN | $18.98 | $19.95 | $20.94 | $22.00 | $23.09 | $24.26 | $25.47 | $26.75 | $28.10 | $29.50 |
| SENIOR PLANNER | $26.32 | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 | $40.88 |
| SENIOR SOCIAL WORKER A | $26.26 | $27.57 | $28.96 | $30.41 | $31.94 | $33.53 | $35.21 | $36.97 | $38.83 | $40.77 |
| SENIOR SOCIAL WORKER B | $28.73 | $30.18 | $31.68 | $33.27 | $34.94 | $36.70 | $38.53 | $40.48 | $42.51 | $44.64 |
| SITE MANAGER | $17.94 | $18.84 | $19.78 | $20.78 | $21.82 | $22.92 | $24.08 | $25.29 | $26.55 | $27.90 |
| SOCIAL SERVICES AIDE | $16.18 | $16.99 | $17.86 | $18.75 | $19.69 | $20.67 | $21.72 | $22.81 | $23.95 | $25.15 |
| SOCIAL WORKER 1 | $20.90 | $21.96 | $23.05 | $24.21 | $25.42 | $26.70 | $28.04 | $29.45 | $30.92 | $32.48 |
| SOCIAL WORKER 2 | $23.04 | $24.20 | $25.41 | $26.69 | $28.03 | $29.44 | $30.91 | $32.47 | $34.10 | $35.80 |
| SOCIAL WORKER 3 | $25.18 | $26.46 | $27.78 | $29.17 | $30.64 | $32.17 | $33.78 | $35.48 | $37.26 | $39.12 |
| STAFF SERVICES ANALYST 1 | $22.46 | $23.58 | $24.76 | $26.01 | $27.32 | $28.69 | $30.14 | $31.64 | $33.23 | $34.90 |
| STAFF SERVICES ANALYST 2 | $24.75 | $26.00 | $27.31 | $28.68 | $30.12 | $31.63 | $33.22 | $34.89 | $36.64 | $38.48 |
| STAFF SERVICES SPECIALIST | $21.67 | $22.76 | $23.90 | $25.09 | $26.35 | $27.66 | $29.06 | $30.52 | $32.06 | $33.66 |
| SUBSTANCE USE DISORDER SPEC 1 | $20.07 | $21.07 | $22.14 | $23.25 | $24.42 | $25.64 | $26.93 | $28.28 | $29.69 | $31.19 |
| SUBSTANCE USE DISORDER SPEC 2 | $22.14 | $23.25 | $24.42 | $25.64 | $26.93 | $28.28 | $29.69 | $31.19 | $32.76 | $34.40 |
| TELECOMMUNICATIONS TECHNICIAN | $22.72 | $23.87 | $25.06 | $26.33 | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 |
| TREAS/TAX COLLECTIONS OFFCR 1 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 | $30.55 |
| TREAS/TAX COLLECTIONS OFFCR 2 | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| TREASURER/TAX SPECIALIST 1 | $17.36 | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 |
| TREASURER/TAX SPECIALIST 2 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 | $28.28 | $29.70 |
| TREASURER/TAX TECHNICIAN | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 | $28.28 |
| VETERANS SERVICE REP 1 | $15.70 | $16.49 | $17.32 | $18.20 | $19.12 | $20.08 | $21.08 | $22.15 | $23.26 | $24.43 |
| VETERANS SERVICE REP 2 | $17.30 | $18.18 | $19.09 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.62 | $26.91 |
| VICTIM/WITNESS ADVOCATE | $19.58 | $20.55 | $21.58 | $22.66 | $23.80 | $24.99 | $26.25 | $27.56 | $28.95 | $30.40 |
| WELFARE FRAUD INVESTIGATOR 1 | $22.78 | $23.92 | $25.12 | $26.38 | $27.71 | $29.10 | $30.57 | $32.10 | $33.70 | $35.39 |
| WELFARE FRAUD INVESTIGATOR 2 | $24.70 | $25.94 | $27.23 | $28.61 | $30.04 | $31.54 | $33.13 | $34.79 | $36.53 | $38.37 |

**County of Plumas**
**Pay Schedule**

**Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX**

**OE3 MID-MANAGEMENT**

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| A&D PROG CLINICIAN/SUPERVISOR | $30.47 | $32.00 | $33.60 | $35.29 | $37.06 | $38.92 | $40.87 | $42.92 | $45.07 | $47.32 |
| ALCOHOL & DRUG PROG CHIEF | $30.47 | $32.00 | $33.60 | $35.29 | $37.06 | $38.92 | $40.87 | $42.92 | $45.07 | $47.32 |
| ALTERNATIVE SENTENCING MANAGER | $26.29 | $27.60 | $28.99 | $30.44 | $31.97 | $33.57 | $35.25 | $37.02 | $38.88 | $40.83 |
| ANIMAL CONTROL SUPERVISOR | $23.29 | $24.46 | $25.68 | $26.96 | $28.31 | $29.73 | $31.21 | $32.78 | $34.43 | $36.16 |
| ASSESSOR'S OFFICE MANAGER | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| ASSISTANT BUILDING OFFICIAL | $30.47 | $32.00 | $33.60 | $35.29 | $37.06 | $38.92 | $40.87 | $42.92 | $45.07 | $47.32 |
| ASSISTANT COUNTY ASSESSOR | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 | $40.88 | $42.93 |
| ASSISTANT DISTRICT ATTORNEY | $54.62 | $57.35 | $60.22 | $63.23 | $66.39 | $69.71 | $73.20 | $76.86 | $80.70 | $84.73 |
| ASSISTANT PLANNING DIRECTOR | $30.47 | $32.00 | $33.60 | $35.29 | $37.06 | $38.92 | $40.87 | $42.92 | $45.07 | $47.32 |
| ASST COUNTY CLERK-RECORDER | $27.30 | $28.67 | $30.10 | $31.60 | $33.19 | $34.86 | $36.60 | $38.45 | $40.37 | $42.40 |
| ASST DIR DEPT OF CHILD SUP SVC | $33.56 | $35.24 | $37.00 | $38.85 | $40.79 | $42.83 | $44.97 | $47.22 | $49.58 | $52.06 |
| ASST DIRECTOR OF PUBLIC HEALTH | $38.89 | $40.84 | $42.89 | $45.04 | $47.29 | $49.66 | $52.15 | $54.78 | $57.51 | $60.39 |
| ASST TREASURER/TAX COLLECTOR | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 | $40.88 | $42.93 |
| BH ADMIN SERVICES OFFICER | $34.30 | $36.01 | $37.81 | $39.71 | $41.70 | $43.79 | $45.98 | $48.29 | $50.72 | $53.26 |
| BH AOD PROGRAM ADMIN | $37.50 | $39.39 | $41.37 | $43.44 | $45.61 | $47.90 | $50.30 | $52.83 | $55.47 | $58.25 |
| BH CONTINUING CARE COORDINATOR | $34.30 | $36.01 | $37.81 | $39.71 | $41.70 | $43.79 | $45.98 | $48.29 | $50.72 | $53.26 |
| BH QUAL IMPROVEMENT/COMPL MGR | $37.50 | $39.39 | $41.37 | $43.44 | $45.61 | $47.90 | $50.30 | $52.83 | $55.47 | $58.25 |
| BH UNIT SUPERVISOR | $34.30 | $36.01 | $37.81 | $39.71 | $41.70 | $43.79 | $45.98 | $48.29 | $50.72 | $53.26 |
| BH UNIT SUPERVISOR-NURSING | $34.30 | $36.01 | $37.81 | $39.71 | $41.70 | $43.79 | $45.98 | $48.29 | $50.72 | $53.26 |
| BLDG/GRDS MAINT SUPERVISOR 1 | $20.77 | $21.81 | $22.90 | $24.04 | $25.25 | $26.52 | $27.85 | $29.23 | $30.70 | $32.25 |
| BLDG/GRDS MAINT SUPERVISOR 2 | $21.81 | $22.90 | $24.04 | $25.25 | $26.52 | $27.85 | $29.23 | $30.70 | $32.25 | $33.87 |
| BUILDING OFFICIAL | $33.58 | $35.26 | $37.03 | $38.89 | $40.84 | $42.89 | $45.04 | $47.29 | $49.66 | $52.15 |
| CHIEF APPRAISER | $26.32 | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 | $40.88 |
| CHIEF CODE ENFORCEMENT OFFICER | $29.30 | $30.78 | $32.33 | $33.94 | $35.64 | $37.42 | $39.30 | $41.27 | $43.34 | $45.51 |
| CHIEF DEP PUB GRDN/CONSERVATOR | $25.18 | $26.46 | $27.78 | $29.17 | $30.64 | $32.17 | $33.78 | $35.48 | $37.26 | $39.12 |
| CHILDRENS SERVICES COORDINATOR | $29.76 | $31.25 | $32.82 | $34.47 | $36.20 | $38.01 | $39.91 | $41.91 | $44.01 | $46.22 |
| COMMUNITY CARE CASE MANAGER | $18.17 | $19.09 | $20.05 | $21.05 | $22.12 | $23.23 | $24.40 | $25.61 | $26.91 | $28.26 |
| DEPUTY AG COMM/SEALER OF WEIGHTS & MEASURE | $29.38 | $30.85 | $32.39 | $34.01 | $35.71 | $37.50 | $39.38 | $41.35 | $43.42 | $45.59 |
| DEP DIR/SOC SERV PROGRAM MGR | $35.04 | $36.81 | $38.65 | $40.59 | $42.62 | $44.75 | $47.00 | $49.35 | $51.82 | $54.42 |
| DEPARTMENT FISCAL OFFICER 1 | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| DEPARTMENT FISCAL OFFICER 2 | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 |
| DIRECTOR OF NURSING - PH | $40.73 | $42.77 | $44.92 | $47.16 | $49.52 | $52.00 | $54.61 | $57.35 | $60.22 | $63.24 |
| DIV DIR VETERANS SVCS OFFICER | $23.88 | $25.07 | $26.33 | $27.64 | $29.04 | $30.49 | $32.02 | $33.62 | $35.31 | $37.08 |
| ELIGIBILITY SUPERVISOR | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| EMPLOYMENT & TRNG WKR SUP | $26.90 | $28.25 | $29.66 | $31.15 | $32.72 | $34.36 | $36.08 | $37.88 | $39.78 | $41.78 |
| FISCAL SUPPORT COORD | $18.96 | $19.91 | $20.91 | $21.96 | $23.06 | $24.22 | $25.43 | $26.70 | $28.05 | $29.45 |
| GEO INFO SYSTEM (GIS) COORD | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 | $40.88 | $42.93 |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
|---|---|---|---|---|---|---|---|---|---|---|
| GRANT COMPLIANCE OFFICER | $18.71 | $19.65 | $20.63 | $21.68 | $22.77 | $23.91 | $25.11 | $26.37 | $27.69 | $29.08 |
| HEALTH EDUCATION COORDINATOR 2 | $26.32 | $27.63 | $29.03 | $30.48 | $32.01 | $33.61 | $35.30 | $37.07 | $38.93 | $40.88 |
| LIBRARY LITERACY PROGRAM COORD | $18.23 | $19.14 | $20.10 | $21.11 | $22.16 | $23.27 | $24.43 | $25.66 | $26.94 | $28.28 |
| MNTL HLTH SERVICES ACT COORD | $29.76 | $31.25 | $32.82 | $34.47 | $36.20 | $38.01 | $39.91 | $41.91 | $44.01 | $46.22 |
| OFFICE SUPERVISOR | $19.29 | $20.26 | $21.28 | $22.36 | $23.47 | $24.65 | $25.89 | $27.18 | $28.55 | $29.98 |
| PERMIT MANAGER | $21.66 | $22.74 | $23.89 | $25.08 | $26.34 | $27.65 | $29.05 | $30.50 | $32.04 | $33.64 |
| PH ADMIN SERVICES OFFICER | $34.30 | $36.01 | $37.81 | $39.71 | $41.70 | $43.79 | $45.98 | $48.29 | $50.72 | $53.26 |
| PROGRAM CHIEF-NURSING | $30.47 | $32.00 | $33.60 | $35.29 | $37.06 | $38.92 | $40.87 | $42.92 | $45.07 | $47.32 |
| PROGRAM MANAGER 1 | $31.71 | $33.30 | $34.97 | $36.73 | $38.57 | $40.51 | $42.54 | $44.67 | $46.90 | $49.25 |
| PROGRAM MANAGER 2 | $33.30 | $34.97 | $36.73 | $38.57 | $40.51 | $42.54 | $44.67 | $46.90 | $49.25 | $51.72 |
| PUBLIC HEALTH PROG DIV CHIEF | $29.00 | $30.45 | $31.98 | $33.58 | $35.26 | $37.03 | $38.89 | $40.84 | $42.89 | $45.04 |
| RECORDS MGMT COORDINATOR | $18.72 | $19.66 | $20.64 | $21.69 | $22.78 | $23.92 | $25.12 | $26.38 | $27.71 | $29.10 |
| SENIOR SERVICES DIVISION DIR. | $22.20 | $23.31 | $24.49 | $25.71 | $27.00 | $28.36 | $29.78 | $31.27 | $32.84 | $34.49 |
| SOCIAL SERVICES SUPERVISOR 1 | $27.48 | $28.86 | $30.32 | $31.84 | $33.44 | $35.12 | $36.88 | $38.72 | $40.66 | $42.70 |
| SOCIAL SERVICES SUPERVISOR 2 | $31.71 | $33.30 | $34.97 | $36.73 | $38.57 | $40.51 | $42.54 | $44.67 | $46.90 | $49.25 |
| STAFF SERVICES MANAGER | $30.46 | $31.99 | $33.59 | $35.28 | $37.05 | $38.91 | $40.86 | $42.91 | $45.06 | $47.31 |
| VICTIM/WITNESS COORDINATOR | $26.29 | $27.60 | $28.99 | $30.44 | $31.97 | $33.57 | $35.25 | $37.02 | $38.88 | $40.83 |

# County of Plumas
## Pay Schedule

**Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX**

### PROBATION MID-MANAGEMENT

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| DEPARTMENT FISCAL OFFICER 1 | $22.08 | $23.20 | $24.36 | $25.59 | $26.86 | $28.20 | $29.62 | $31.11 | $32.66 | $34.30 |
| DEPARTMENT FISCAL OFFICER 2 | $24.34 | $25.56 | $26.84 | $28.18 | $29.60 | $31.09 | $32.64 | $34.28 | $36.00 | $37.80 |
| SUPERVISING PROBATION OFFICER | $26.21 | $27.52 | $28.91 | $30.35 | $31.88 | $33.48 | $35.15 | $36.92 | $38.77 | $40.71 |

**County of Plumas**
**Pay Schedule**

**Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX**

**PROBATION ASSC**

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| ADMINISTRATIVE ASSISTANT 1 | $15.84 | $16.62 | $17.46 | $18.32 | $19.25 | $20.21 | $21.22 | $22.29 | $23.39 | $24.57 |
| ADMINISTRATIVE ASSISTANT 2 | $16.62 | $17.45 | $18.33 | $19.24 | $20.21 | $21.23 | $22.30 | $23.42 | $24.60 | $25.84 |
| DEPUTY PROBATION OFFICER 1 | $18.98 | $19.95 | $20.94 | $22.00 | $23.09 | $24.26 | $25.47 | $26.75 | $28.10 | $29.50 |
| DEPUTY PROBATION OFFICER 2 | $20.54 | $21.57 | $22.64 | $23.77 | $24.97 | $26.21 | $27.52 | $28.90 | $30.34 | $31.86 |
| DEPUTY PROBATION OFFICER 3 | $22.64 | $23.77 | $24.97 | $26.21 | $27.52 | $28.90 | $30.34 | $31.86 | $33.45 | $35.13 |
| DETENTION COORDINATOR | $20.06 | $21.06 | $22.13 | $23.24 | $24.41 | $25.63 | $26.92 | $28.27 | $29.68 | $31.16 |
| LEGAL SERVICES ASSISTANT 1 | $15.84 | $16.62 | $17.46 | $18.32 | $19.25 | $20.21 | $21.22 | $22.29 | $23.39 | $24.57 |
| LEGAL SERVICES ASSISTANT 2 | $17.46 | $18.32 | $19.25 | $20.21 | $21.22 | $22.29 | $23.39 | $24.57 | $25.79 | $27.09 |
| MANAGEMENT ANALYST 1 | $22.41 | $23.53 | $24.71 | $25.95 | $27.24 | $28.62 | $30.05 | $31.55 | $33.13 | $34.79 |
| MANAGEMENT ANALYST 2 | $24.93 | $26.18 | $27.49 | $28.87 | $30.31 | $31.84 | $33.43 | $35.11 | $36.87 | $38.72 |
| OFFICE ASSISTANT 1 | $15.84 | $16.62 | $17.46 | $18.32 | $19.25 | $20.21 | $21.22 | $22.29 | $23.39 | $24.57 |
| OFFICE ASSISTANT 2 | $16.62 | $17.46 | $18.32 | $19.25 | $20.21 | $21.22 | $22.29 | $23.39 | $24.57 | $25.79 |
| OFFICE ASSISTANT 3 | $18.32 | $19.25 | $20.21 | $21.22 | $22.29 | $23.39 | $24.57 | $25.79 | $27.09 | $28.44 |
| PROB PROG COORD/ADMIN ASSIST | $19.94 | $20.95 | $21.99 | $23.10 | $24.27 | $25.48 | $26.76 | $28.12 | $29.53 | $31.00 |
| PROBATION ASSISTANT | $15.99 | $16.79 | $17.63 | $18.51 | $19.44 | $20.41 | $21.44 | $22.52 | $23.65 | $24.83 |
| PROBATION REPORT WRITER | $19.06 | $20.01 | $21.02 | $22.07 | $23.19 | $24.35 | $25.57 | $26.85 | $28.19 | $29.61 |

**County of Plumas**
**Pay Schedule**

**Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX**

**SHERIFF EMPLOYEE ASSC**

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| ASSISTANT PROGRAM MANAGER | $15.86 | $16.66 | $17.49 | $18.37 | $19.29 | $20.25 | $21.27 | $22.33 | $23.45 | $24.64 |
| CORRECTIONAL OFFICER 1 | $18.98 | $19.95 | $20.94 | $22.00 | $23.09 | $24.26 | $25.47 | $26.75 | $28.10 | $29.50 |
| CORRECTIONAL OFFICER 2 | $20.92 | $21.97 | $23.07 | $24.23 | $25.45 | $26.73 | $28.07 | $29.48 | $30.95 | $32.51 |
| CORRECTIONAL SERGEANT | $23.20 | $24.36 | $25.59 | $26.86 | $28.20 | $29.62 | $31.11 | $32.66 | $34.30 | $36.02 |
| CRIME ANALYST | $17.85 | $18.75 | $19.69 | $20.67 | $21.72 | $22.81 | $23.95 | $25.15 | $26.41 | $27.73 |
| DEP SHERIFF 2/COM EQUIP COORD | $29.41 | $30.88 | $32.42 | $34.05 | $35.76 | $37.55 | $39.44 | $41.42 | $43.50 | $45.67 |
| DEPUTY SHERIFF 1 | $21.52 | $22.60 | $23.74 | $24.93 | $26.18 | $27.49 | $28.87 | $30.31 | $31.83 | $33.42 |
| DEPUTY SHERIFF 2 | $23.70 | $24.89 | $26.14 | $27.45 | $28.82 | $30.26 | $31.79 | $33.37 | $35.06 | $36.81 |
| DEPUTY SHERIFF 2-ADVANCED | $24.95 | $26.21 | $27.52 | $28.91 | $30.36 | $31.88 | $33.48 | $35.15 | $36.91 | $38.78 |
| DEPUTY SHERIFF 2-INTERMEDIATE | $24.42 | $25.64 | $26.93 | $28.28 | $29.69 | $31.19 | $32.76 | $34.40 | $36.12 | $37.93 |
| SH INVSTG/CANNABIS CODE COMPL | $28.74 | $30.19 | $31.69 | $33.28 | $34.95 | $36.71 | $38.55 | $40.49 | $42.51 | $44.64 |
| SHERIFF DISPATCHER 1 | $18.98 | $19.95 | $20.94 | $22.00 | $23.09 | $24.26 | $25.47 | $26.75 | $28.10 | $29.50 |
| SHERIFF DISPATCHER 2 | $20.27 | $21.28 | $22.36 | $23.47 | $24.65 | $25.89 | $27.18 | $28.55 | $29.98 | $31.48 |
| SHERIFF DISPATCHER 2 - INTERMEDIATE | $20.88 | $21.92 | $23.02 | $24.17 | $25.38 | $26.65 | $27.98 | $29.38 | $30.85 | $32.39 |
| SHERIFF DISPATCHER 2 - ADVANCED | $21.28 | $22.36 | $23.47 | $24.65 | $25.89 | $27.18 | $28.55 | $29.98 | $31.48 | $33.05 |
| SHERIFF EMERGENCY SERVICES & TRAINING COORD | $23.23 | $24.40 | $25.61 | $26.91 | $28.26 | $29.68 | $31.17 | $32.73 | $34.37 | $36.09 |
| SHERIFF INVESTIGATOR | $25.49 | $26.77 | $28.13 | $29.54 | $31.02 | $32.58 | $34.22 | $35.94 | $37.74 | $39.63 |
| SHERIFF INVESTIGATOR SERGEANT | $31.08 | $32.64 | $34.28 | $35.99 | $37.79 | $39.69 | $41.68 | $43.76 | $45.95 | $48.25 |
| SHERIFF INVESTIGATOR-ADVANCED | $26.83 | $28.19 | $29.59 | $31.08 | $32.64 | $34.28 | $35.99 | $37.79 | $39.69 | $41.68 |
| SHERIFF INVESTIGATOR-INTERMED | $26.27 | $27.58 | $28.96 | $30.41 | $31.94 | $33.53 | $35.21 | $36.97 | $38.83 | $40.77 |
| SHERIFF SERGEANT | $26.77 | $28.13 | $29.54 | $31.02 | $32.58 | $34.22 | $35.94 | $37.74 | $39.63 | $41.61 |
| SHERIFF SERGEANT-ADVANCED | $28.87 | $30.31 | $31.84 | $33.43 | $35.11 | $36.87 | $38.72 | $40.66 | $42.69 | $44.82 |
| SHERIFF SERGEANT-INTERMEDIATE | $28.24 | $29.66 | $31.15 | $32.72 | $34.36 | $36.08 | $37.88 | $39.78 | $41.78 | $43.87 |
| SHERIFF SERVICES ASSISTANT 1 | $17.14 | $17.99 | $18.90 | $19.85 | $20.85 | $21.90 | $23.00 | $24.15 | $25.37 | $26.64 |
| SHERIFF SERVICES ASSISTANT 2 | $18.89 | $19.84 | $20.84 | $21.89 | $22.99 | $24.14 | $25.36 | $26.63 | $27.97 | $29.37 |

**County of Plumas**
**Pay Schedule**

**Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX**

**SHERIFF EMPLOYEE ASSC MID-MGMT**

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| ASST DIR OF EMERGENCY SERVICES | $24.24 | $25.45 | $26.73 | $28.07 | $29.48 | $30.95 | $32.51 | $34.13 | $35.84 | $37.64 |
| COMMUNICATIONS SUPER ADVANCED | $24.51 | $25.75 | $27.04 | $28.39 | $29.81 | $31.31 | $32.88 | $34.52 | $36.25 | $38.07 |
| COMMUNICATIONS SUPER INTERMED | $24.04 | $25.25 | $26.52 | $27.85 | $29.23 | $30.70 | $32.25 | $33.87 | $35.56 | $37.34 |
| COMMUNICATIONS SUPERVISOR | $23.34 | $24.51 | $25.75 | $27.04 | $28.39 | $29.81 | $31.31 | $32.88 | $34.52 | $36.25 |
| JAIL COMMANDER | $33.41 | $35.10 | $36.86 | $38.71 | $40.64 | $42.67 | $44.82 | $47.07 | $49.43 | $51.91 |
| SH INV SGT/CODE COMPLIANCE SUP | $33.41 | $35.10 | $36.86 | $38.71 | $40.64 | $42.67 | $44.82 | $47.07 | $49.43 | $51.91 |
| SHERIFF ADMIN SERGEANT | $31.08 | $32.64 | $34.28 | $35.99 | $37.79 | $39.69 | $41.68 | $43.76 | $45.95 | $48.25 |
| SHERIFF FISCAL OFFICER 1 | $23.90 | $25.09 | $26.35 | $27.66 | $29.06 | $30.52 | $32.06 | $33.66 | $35.34 | $37.11 |
| SHERIFF FISCAL OFFICER 2 | $28.21 | $29.62 | $31.12 | $32.68 | $34.32 | $36.04 | $37.86 | $39.74 | $41.74 | $43.83 |
| SHERIFF PATROL COMMANDER | $33.41 | $35.10 | $36.86 | $38.71 | $40.64 | $42.67 | $44.82 | $47.07 | $49.43 | $51.91 |
| SHERIFF'S OFFICE MANAGER ** | $18.74 | $19.68 | $20.66 | $21.69 | $22.78 | $23.92 | $25.12 | $26.38 | $27.71 | $29.10 |
| SHERIFF'S SPECIAL OPS SGT | $31.08 | $32.64 | $34.28 | $35.99 | $37.79 | $39.69 | $41.68 | $43.76 | $45.95 | $48.25 |

** Position reactivated for FY 2023/2024 effective July 1, 2023

**County of Plumas**
**Pay Schedule**

Effective as of 05/02/2023 per Board of Supervisors Resolution Nos. 2023-8788 and 2023-8789; revised as of 06/18/2023 per Ordinance Number 22-1142, and 06/30/2023 per Resolution Number 2023-8819, and adopted by the Board as of XX/XX/2023 per Resolution Number 2023-XXXX

**UNDERSHERIFF**

| | HOURLY RATE | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Job Title** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **L1** | **L2** | **L3** | **L4** | **L5** |
| UNDERSHERIFF | $34.21 | $35.93 | $37.73 | $39.62 | $41.61 | $43.70 | $45.89 | $48.19 | $50.60 | $53.13 |

# PLUMAS COUNTY
# COUNTY CLERK-RECORDER
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Marcy DeMartile, Clerk/Recorder** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Adopt RESOLUTION authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Prattville-Almanor Fire Protection District for emergency medical services, fire protection and prevention, and hazardous material response; discussion and possible action. Roll call vote** |

**Recommendation:**

Approve and Authorize Plumas County Elections to conduct a special tax measure election for the Prattville-Almanor Fire Protection District on November 7, 2023.
Adopt Resolution authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Prattville-Almanor Fire Protection District for emergency medical services, fire protection and prevention, and hazardous material response.

**Background and Discussion:**

The Prattville-Almanor Fire Protection District has adopted Resolution #23-01 requesting the County Clerk, Registrar of Voters to conduct an all Mailed Ballot Election within the boundaries of the district, submitting a measure to the voters to extend and increase the special tax already in place for emergency medical services, fire protection and prevention, and hazardous material response. The district's proposed ballot measure resolution is hereto attached and made part of the resolution authorizing the County Clerk, Registrar of Voters to conduct the election.

**Action:**

Adopt Resolution authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Prattville-Almanor Fire Protection District for emergency medical services, fire protection and prevention, and hazardous material response.

**Fiscal Impact**:

n/a

**Attachments:**

1. Prattville Almanor special tax Resolution

RESOLUTION NO. 2023-_____

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK TO CONDUCT A SPECIAL VOTE BY MAIL ELECTION ON NOVEMBER 7, 2023, WITHIN THE BOUNDARIES OF THE PRATTVILLE-ALMANOR FIRE PROTECTION DISTRICT, PLACING A MEASURE BEFORE THE VOTERS IN THE DISTRICT, EXTENDING AND INCREASING THE SPECIAL TAX FOR AN INDEFINATE PERIOD OF TIME, FOR EMERGENCY MEDICAL SERVICES, FIRE PROTECTION AND PREVENTION, AND HAZARDOUS MATERIAL RESPONSE**

**WHEREAS,** the Prattville-Almanor Fire Protection District (hereinafter "District") has adopted and forwarded to the County Clerk a resolution, (see copy attached hereto and made part of), requesting that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a special election on November 7, 2023, as set forth in Resolution #23-01, as follows:

"Upon a two-thirds vote of approval, shall a special tax, replacing the current special tax of $75.00 per year which expired on June 30, 2023, be imposed indefinitely starting July 1, 2024 for the specific purpose of emergency medical response, fire protection and prevention and hazardous materials response, and shall this tax be authorized in the amount of $125.00 per year, with optional annual adjustments not exceeding three percent (3%), on each parcel of real property within the District, excluding those parcels exempt from property tax, said tax to be collected along with the Plumas County property taxes, and shall the District appropriations limit (spending limit) be raised by the amount of the annual proceeds from this special tax for the period this tax is in effect, which revenue shall be deposited into a specifically created account on which an annual report shall be made as required by Government Code Section 50075.3?"

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

1. The ballot measure set forth in the attached Resolution #23-01, authorized by the Board of Directors of the Prattville-Almanor Fire Protection District, which is incorporated herein by reference in its entirety, is hereby set for November 7, 2023, for a Special Vote By Mail Election and shall require a two-thirds vote of the voters voting to approve the special tax.

2. The Plumas County Clerk is requested to conduct a Vote By Mail election within the boundaries of the Prattville-Almanor Fire Protection District, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the District.

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

AYES:
NOES:
ABSENT:

_____
Chair of the Board of Supervisors

ATTEST:

_____
Heidi White, Clerk to the Board

# PLUMAS COUNTY
# ELECTIONS
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Marcy DeMartile, Clerk/Recorder** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Adopt RESOLUTION authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Plumas Eureka Community Services District for fire protection and emergency medical response services, including fire prevention and suppression, rescue and other services; discussion and possible action. Roll call vote** |

**Recommendation:**

Authorize the County Clerk, Registrar of Voters to conduct a Vote By Mail Election on behalf of the Plumas Eureka Community Services District, on November 7, 2023, to consider extending and increasing the special tax currently in place.

**Background and Discussion:**

The Plumas Eureka Community Services District has adopted Resolution #2023-02 requesting the County Clerk, Registrar of Voters to conduct an all Mailed Ballot Election within the boundaries of the district, submitting a measure to the voters to extend and increase the special tax already in place for fire protection and emergency medical response services including fire prevention and suppression, rescue and other services. The district's proposed ballot measure resolution is hereto attached and made part of the resolution authorizing the County Clerk-Registrar of Voters to conduct the election.

**Action:**

Adopt Resolution authorizing the County Clerk-Registrar of Voters to conduct a Vote By Mail Election on behalf of the Plumas Eureka Community Services District, on November 7, 2023, to consider extending and increasing the special tax currently in place.

**Fiscal Impact**:

n/a

**Attachments:**

1. Plumas Eureka special tax Resolution

RESOLUTION NO. 2023-_____

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK TO CONDUCT A SPECIAL VOTE BY MAIL ELECTION ON NOVEMBER 7, 2023, WITHIN THE BOUNDARIES OF THE PLUMAS EUREKA COMMUNITY SERVICES DISTRICT, PLACING A MEASURE BEFORE THE VOTERS IN THE DISTRICT, EXTENDING AND INCREASING THE SPECIAL TAX FOR FIRE PROTECTION AND EMERGENCY MEDICAL RESPONSE SERVICES, INCLUDING FIRE PREVENTION AND SUPPRESSION, RESCUE AND OTHER SERVICES**

**WHEREAS,** the Plumas Eureka Community Services District (hereinafter "District") has adopted and forwarded to the County Clerk a resolution, (see copy attached hereto and made part of), requesting that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a special election on November 7, 2023, as set forth in Resolution #2023-02, as follows:

> "To maintain local fire protection and emergency medical response services for properties within the Plumas Eureka. Community Services District, so that victims of heart attack, stroke, car accidents and other medical emergencies can receive rapid response care, and to keep property insurance rates manageable, do you support an annual special property tax with all revenue staying in our community, for local fire protection and emergency medical response services?"

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

1. The ballot measure set forth in the attached Resolution #2023-02, authorized by the Board of Directors of the Plumas Eureka Community Services District, which is incorporated herein by reference in its entirety, is hereby set for November 7, 2023, for a Special Vote By Mail Election and shall require a two-thirds vote of the voters voting to approve the special tax.

2. The Plumas County Clerk is requested to conduct a Vote By Mail election within the boundaries of the Plumas Eureka Community Services District, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the District.

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

AYES:
NOES:
ABSENT:

_____
Chair of the Board of Supervisors

ATTEST:

_____
Heidi White, Clerk to the Board

# PLUMAS COUNTY
# ELECTIONS
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Marcy DeMartile, Clerk/Recorder** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Adopt RESOLUTION authorizing the Plumas County Clerk-Recorder/ Registrar of Voters to conduct a special tax Election on November 7, 2023 within the boundaries of the Chester Public Utility District for fire and emergency medical services; discussion and possible action. Roll call vote** |

**Recommendation:**

Authorize the County Clerk-Registrar of Voters to conduct a Vote By Mail Election on behalf of the Chester Public Utility District, on November 7, 2023, to consider extending and increasing the special tax currently in place.

**Background and Discussion:**

The Chester Public Utility District has adopted Resolution #427-2023 requesting the County Clerk-Registrar of Voters to conduct an all Mailed Ballot Election within the boundaries of the district, submitting a measure to the voters to extend and increase the special tax already in place for fire and emergency medical services. The district's proposed ballot measure resolution is hereto attached and made part of the resolution authorizing the County Clerk, Registrar of Voters to conduct the election.

**Action:**

Adopt Resolution authorizing the County Clerk-Registrar of Voters to conduct a Vote By Mail Election on behalf of the Chester Public Utility District, on November 7, 2023, to consider extending and increasing the special tax currently in place.

**Fiscal Impact**:

n/a

**Attachments:**

1. Chester Public Utility District special tax Resolution

RESOLUTION NO. 2023-_____

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK TO CONDUCT A SPECIAL VOTE BY MAIL ELECTION ON NOVEMBER 7, 2023, WITHIN THE BOUNDARIES OF THE CHESTER PUBLIC UTILITY DISTRICT, PLACING A MEASURE BEFORE THE VOTERS IN THE DISTRICT, EXTENDING AND INCREASING THE SPECIAL TAX FOR FIRE AND EMERGENCY MEDICAL SERVICES**

**WHEREAS,** the Chester Public Utility District (hereinafter "District") has adopted and forwarded to the County Clerk a resolution, (see copy attached hereto and made part of), requesting that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a special election on November 7, 2023, as set forth in Resolution #427-2023, as follows:

> "Shall the special tax for fire and/or emergency medical services be levied in the annual amount of $350 per parcel for 2023-2024, and, thereafter, increased by $10 per year up to $400 with the anticipated revenues of $557,600 be adopted?"

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

1. The ballot measure set forth in the attached Resolution #427-2023, authorized by the Board of Directors of the Chester Public Utility District, which is incorporated herein by reference in its entirety, is hereby set for November 7, 2023, for a Special Vote By Mail Election and shall require a two-thirds vote of the voters voting to approve the special tax.

2. The Plumas County Clerk is requested to conduct a Vote By Mail election within the boundaries of the Chester Public Utility District, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by advance payment or reimbursement from the District.

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

AYES:
NOES:
ABSENT:

_____
Chair of the Board of Supervisors

ATTEST:

_____
Heidi White, Clerk to the Board

# PLUMAS COUNTY
# PUBLIC HEALTH AGENCY
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Audrey Rice, Administrator Assistant II** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve and authorize the Public Health Agency to schedule an employee(s) workweek to four ten-hour days or an alternative schedule(s), pursuant to the Plumas County Personnel Rules and clarifications. Upon Board authorization, and with the agreement of affected employee(s), employee(s) work a four-ten-hour-day work week or alternative schedules as presented. If authorized by the Board, a list of affected employees will be provided to the Auditor and Human Resources; discussion and possible action.** |

**Recommendation:**

**Proposal:**

The Plumas County Public Health Agency is requesting the following employees be granted a four-day work week:

Employees 100151, 140432, 101063

And that the following employee be granted a work week of four nine-hour days and one four-hour day:

Employee 100930

Employees 100151, 101063 and 100930 are the sole employees in classes that have only one occupant by definition. The requested alternative schedules will not adversely affect department operations or the schedules of other employees.

**Background and Discussion:**

Pursuant to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees, a Department Head may schedule an employee's workweek into four ten-hour days or alternative schedules, such as four nine-hour days and one four-hour day.

Certain employees in the Public Health Agency have requested to work a four-day work week (FDWW) or additional flexible schedule. Allowing these employees to work a FDWW meets the Department's needs and will not impact the Department's operating hours.

The employees are aware that if a holiday falls on a day that they work more than eight (8) hours, the holiday pay will not exceed eight (8) hours. Additionally the employees are aware that if a holiday falls on their scheduled day off, they will need to take the holiday during that work week. The Department Head or their designee will work with the FDWW employees to ensure that holiday time is appropriately managed so as to comply with Personnel Rule 7.01, discouraging overtime.

**Action:**

It is recommended that the Board of Supervisors authorize the above employees to work a four day work week or a work week of four nine-hour days and one four-hour day as listed above, and if authorized, this list be provided to the Auditor and Human Resources.

**Fiscal Impact**:

None

**Attachments:**

1. Memo-Work Schedules

PCPHA
PLUMAS COUNTY PUBLIC HEALTH AGENCY

Growing Healthy Communities

Dana Loomis, MSPH, PhD, NREMT, Director
~~Director~~

Mark Satterfield, M.D. Medical

# MEMO

**DATE:** June 16, 2023

**TO:** Honorable Board of Supervisors, County of Plumas

**FROM:** Dana Loomis, PhD, Director of Public Health

**SUBJECT:** Approve and authorize certain employees to work a four day work week

**Background:**

Pursuant to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees, a Department Head may schedule an employee's workweek into four ten-hour days or alternative schedules, such as four nine-hour days and one four-hour day.

Certain employees in the Public Health Agency have requested to work a four-day work week (FDWW) or additional flexible schedule. Allowing these employees to work a FDWW meets the Department's needs and will not impact the Department's operating hours.

The employees are aware that if a holiday falls on a day that they work more than eight (8) hours, the holiday pay will not exceed eight (8) hours. Additionally the employees are aware that if a holiday falls on their scheduled day off, they will need to take the holiday during that work week. The Department Head or their designee will work with the FDWW employees to ensure that holiday time is appropriately managed so as to comply with Personnel Rule 7.01, discouraging overtime.

**Proposal:**

The Plumas County Public Health Agency is requesting the following employees be granted a four-day work week:

Employees 100151, 140432, 101063

And that the following employee be granted a work week of four nine-hour days and one four-hour day:

Employee 100930

Employees 100151, 101063 and 100930 are the sole employees in classes that have only one occupant by definition. The requested alternative schedules will not adversely affect department operations or the schedules of other employees.

**Action:**

It is recommended that the Board of Supervisors authorize the above employees to work a four day work week or a work week of four nine-hour days and one four-hour day as listed above, and if authorized, this list be provided to the Auditor and Human Resources.

END OF MEMORANDUM

# PLUMAS COUNTY
# SHERIFFS DEPARTMENT
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Christopher Driscoll, Deputy Sheriff** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve and authorize the Sheriff to recruit and fill an Extra Help Animal Shelter Attendant position (no end date). To assist with consistently low staffing levels; discussion and possible action.** |

**Recommendation:**
Authorize the Sheriff to recruit and hire an Extra Help Animal Shelter Attendant position with (no end date). To assist with consistently low staffing levels.

**Background and Discussion:**
This is an Extra Help position necessary to assist with cleaning kennels and caring for animals at the Animal Shelter. This position is utilized mostly after hours, on weekends and holidays or under other special circumstances. The average number of hours working is twenty-one hours per week but can fluctuate as needed. This position helps to alleviate the need for full time staff to work overtime on the weekends and holidays. .

**Action:**

The Plumas County Sheriff's Office requests authorization to recruit and fill the Extra Help Animal Shelter Attendant position.

**Fiscal Impact**:

The cost for this position is budgeted in Other Wages for Animal Control. (General Fund)

**Attachments:**
1. Extra Help AC tech memo1

# Memorandum

**DATE:** **6/20/23**
**TO:** **Honorable Board of Supervisors**

**FROM:** **Sheriff Todd Johns**

**RE:**

**RECOMMENDATION:**

Authorize the Sheriff to recruit and hire an Extra Help Animal Shelter Attendant position with no end date.

**BACKGROUND & DISCUSSION:**

The Plumas County Sheriff's Office requests authorization to recruit and fill the Extra Help Animal Shelter Attendant position. Due to consistently low staffing levels.

This is an Extra Help position necessary to assist with cleaning kennels and caring for animals at the Animal Shelter. This position is utilized mostly after hours, on weekends and holidays or under other special circumstances. The average number of hours working is twenty-one hours per week but can fluctuate as needed. This position helps to alleviate the need for full time staff to work overtime on the weekends and holidays.

The cost for this position is budgeted in Other Wages for Animal Control. (General Fund)

# PLUMAS COUNTY
# DISTRICT ATTORNEY
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **David Hollister, District Attorney** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve and authorize a Supplemental Budget Request in the amount of $128,291 for the Alternative Sentencing Program for FY 2022-23; discussion and possible action.** |

**Recommendation:**
Approve and authorize a Supplemental Budget Request in the amount of $128,291 for the Alternative Sentencing Program for FY 2022-23; discussion and possible action.

**Background and Discussion:**
This is a supplemental budget request for the Alternative Sentencing Program (ASP) in the amount of $128,291. The Prop 47 grant award cycle was for a 3-year period. Grant funds were underspent in year 1, leaving a larger balance to spend down in year 3. This was not accounted for when budgeting for fiscal year 22-23.

**Action:**

Please approve the Supplemental budget request for $128,291 for the Alternative Sentencing Program.

**Fiscal Impact**:

None

**Attachments:**
1. Supplimental Budget

# COUNTY OF PLUMAS
# REQUEST FOR BUDGET APPROPRIATION TRANSFER
# OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Dept. District Attorney - Alternative Sentencing  Dept. No.: 70307  Date: 6/29/23

1. The reason for this request is (check one):

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

**TRANSFER FROM OR X SUPPLEMENTAL REVENUE ACCOUNTS**

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

| FUND # | DEPT. # | ACCT. # | ACCOUNT NAME | $ AMOUNT |
|---|---|---|---|---|
| 0001D | 7030744 | 44290P | State Grant | 128,291.00 |
| | | | TOTAL: | **128,291.00** |

**TRANSFER TO:**

| FUND # | DEPT. # | ACCT. # | ACCOUNT NAME | $ AMOUNT |
|---|---|---|---|---|
| 0001D | 7030752 | 521900 | Professional Services | 128,291.00 |
| | | | TOTAL: | **128,291.00** |

Supplemental budget requests require Auditor/Controller's Signature

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

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

A) **Supplemental Budget for unanticipated Revenue**

B) **N/A**

C) **To cover expenditures from this fiscal year**

D) **Grant funds underspent in year 1 leaving a larger balance to spend down in year 3.**

Approved by Signing Authority: _____ 6/29/2023

X / Approved/Recommended _____ / Disapproved/Not Recommended

County Administrative Officer: _____
Signature

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board signature _____

Date Entered by Auditor Controller _____ Initials _____

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

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

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

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

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

# PLUMAS COUNTY
# BEHAVIORAL HEALTH DEPARTMENT
# MEMORANDUM

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

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

**MEETING DATE:** **July 11, 2023**

**SUBJECT:** **Approve and authorize the Interim Director of Behavioral Health to accept the lowest bid of three solicited bids, $105,147.75 from Quincy Auto Company for the purchase of three 2023 Honda CR-V All Wheel Drive. Behavioral Health is requesting to replace three vehicles lost in the Dixie Wildfire on August 4, 2021. Trindell Insurance Company will reimburse Behavioral Health once the purchase is made. The replacement estimate has been approved in the 2022/2023 budget. Requesting the Board of Supervisors authorize Sharon Sousa, the Interim Director of Behavioral Health, to sign the associated paperwork.**

**Recommendation:**

Approve and authorize the Interim Director of Behavioral Health to accept the lowest bid of three solicited bids, $105,147.75 from Quincy Auto Company for the purchase of three 2023 Honda CR-V All Wheel Drive. Behavioral Health is requesting to replace three vehicles lost in the Dixie Wildfire on August 4, 2021. Trindell Insurance Company will reimburse Behavioral Health once the purchase is made. The replacement estimate has been approved in the 2022/2023 budget.Requesting the Board of Supervisors authorize Sharon Sousa, the Interim Director of Behavioral Health, to sign the associated paperwork.

**Background and Discussion:**

Respectfullly requesting the Board of Supervisors accept the lowest bid of three solicited bids, $105,147.75 from Quincy Auto Company for the purchase of three 2023 Honda CR-V All Wheel Drive. Behavioral Health is requesting to replace three vehicles lost in the Dixie Wildfire on August 4, 2021. Trindell Insurance Company will reimburse Behavioral Health once the purchase is made. The replacement estimate has been approved in the 2022/2023 budget.Requesting the Board of Supervisors authorize Sharon Sousa, the Interim Director of Behavioral Health, to sign the associated paperwork.

**Action:**

Accept a bid of $105,147.75 from Quincy Auto Company for the replacement purchase of three county insured vehicles lost in the Dixie Wildfire on August 4, 2021 and authorize the Interim Director of Behavioral Health to sign associated paperwork.

**Fiscal Impact**:

No fiscal impact on the General Fund

**Attachments:**

1. 2.C.1.

## County of Plumas Bid Form

This bid is based on specifications for Bid Number: E MAIL

3 Vehicle (circle one): (New) Used Vehicle Mileage: NEW

3 Year, Make and Model of Vehicle: 2023 HONDA CRV LX AWD COLOR

① METERORITE / BLACK
① GREY / BLACK
① RED / GRAY.

Total Bid Price: $ 96081.75
DEALER FEE & DELIVERY
Documentary Fee: $ 2100-00 INCL

State Sales Tax (~~7.50%~~): 7.25% $ 6966.00

TOTAL BID COST – FOB Quincy $ 105147.75

I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

- APPROXIMATE DELIVERY
- METERORITE THE WEEK OF 6-25-23
- GREY " " " 7-31-23
- RED " " " 6-30-23
-
-
-
-
-

Firm Name: QUINCY AUTO CO

Address: P.O. BOX 1936 City: QUINCY Zip Code: 95971

Authorized Representative Name: JACK L. BROWN Title: OWNER

Telephone: 530-966-5463 Email Address: QUINCYAUTO@ATT.NET

Signature: Jack L. Brown Date: 06-09-23

Please include business card.

# PLUMAS COUNTY
# RISK MANAGEMENT DEPARTMENT
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Travis Goings** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Approve and adopt revised Injury and Illness Prevention Program (IIPP); Revised 4/26/23; approved as to form by County Counsel.** |

**Recommendation:**
The Director of Risk Management respecetfuly request the Board of Supwervisors aprove and adopt revised Injury and Illness Prevention Program (IIPP).

**Background and Discussion:**

It is the policy of the County of Plumas to provide a work place environment free from recognized hazards and with the safest working conditions possible. It is the County's desire to provide a safe work environment and to ensure compliance with all federal, state and local Environmental, Health & Safety regulations.

The Board of Supervisors has adopted a County Safety and Loss Prevention Program that shall be implemented, followed, and maintained by all employees. This Safety and Loss Prevention Program outlines the intention of the Board of Supervisors to provide all reasonable safeguards for employee Health and Safety. The Health and Safety of all employees, and the success of the County Safety and Loss Prevention Program, depends on the vigilant effort of each Elected Official, Department Head, and employee. It shall be the responsibility of each Elected Official and Department Head to direct and ensure that employees perform their assigned tasks in a safe working manner, and to develop and encourage awareness in all employees of the importance of workplace Safety and Loss Prevention and of a Healthy work environment. Safety and Loss Prevention awareness, through training, supervision, and ongoing communication, is a key component of a successful Safety and Loss Prevention Program.

**Action:**

Aprove and adopt revised Injury and Illness Prevention Program (IIPP).

**Fiscal Impact**:

N/A

**Attachments:**
1. IIPP - 4-26-23

# COUNTY of PLUMAS

# INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

***Revision 5---04/26/2023***

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**A. SAFETY AND LOSS PREVENTION MEETING RECORD**
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- **EMPLOYEE ACKNOWLEDGEMENT FORM**

# SAFETY AND LOSS PREVENTION POLICY MISSION STATEMENT

It is the policy of the County of Plumas to provide a workplace environment free from recognized hazards and with the safest working conditions possible. It is the County's desire to provide a safe work environment and to ensure compliance with all federal, state and local Environmental, Health & Safety regulations.

The Board of Supervisors has adopted a County Safety and Loss Prevention Program that shall be implemented, followed, and maintained by all employees. This Safety and Loss Prevention Program outlines the intention of the Board of Supervisors to provide all reasonable safeguards for employee Health and Safety. The Health and Safety of all employees, and the success of the County Safety and Loss Prevention Program, depends on the vigilant effort of each Elected Official, Department Head, and employee. It shall be the responsibility of each Elected Official and Department Head to direct and ensure that employees perform their assigned tasks in a safe working manner, and to develop and encourage awareness in all employees of the importance of workplace Safety and Loss Prevention and of a healthy work environment. Safety and Loss Prevention awareness, through training, supervision, and ongoing communication, is a key component of a successful Safety and Loss Prevention Program.

By working together, Plumas County can reach its goal of providing the Safest and Healthiest workplace and working conditions possible.

# SECTION I

## RESPONSIBILITY FOR SAFETY AND LOSS PREVENTION

The Safety and Health of the public and employees of the County of Plumas is of primary importance. As such, the Plumas County Board of Supervisors pledges to ensure diligent and conscientious elimination of unsafe and unhealthy conditions throughout all County facilities and expects equal diligence from all employees in the elimination of unsafe and unhealthy acts and conditions.

Success in all Safety, Loss Prevention and Health matters depends upon cooperation among the Board of Supervisors, Elected Officials, Department Heads, employees, and also between each employee and his or her fellow workers. Only through such cooperation can a Safety and Loss Prevention Program work to the highest benefit of each employee.

### 1. RESPONSIBILITIES

A. The Board of Supervisors shall:

1. Require a safe and healthy workplace for all county employees.
2. Develop, adopt, and implement an effective Injury and Illness Prevention Program (IIPP).
3. Require and expect full compliance with all Safety, Loss Prevention and Health laws, rules, and regulations from every Plumas County employee.

B. The Plumas County Director of Risk Management shall:

1. Ensure a safe and healthy workplace for all county employees.
2. Be responsible for the implementation of an effective IIPP for Plumas County and communicate changes in the IIPP.
3. Establish and support a Countywide Safety and Loss Prevention Committee comprised of the Department Safety and Loss Prevention Representatives and the Director of Risk Management or Risk Management Department / Occupational Safety and Health Officer.
4. Ensure that periodic Safety, Loss Prevention and Health inspections are performed to identify or eliminate unsafe and unhealthful working conditions and/or practices.
5. Ensure prompt and thorough investigation of every accident/incident to determine the cause and implement appropriate corrective action to prevent recurrence.
6. Monitor the effectiveness of the County's Safety and Loss Prevention Program and make recommendations for change when appropriate.
7. Monitor each department's compliance with the IIPP.
8. Ensure that orientation is provided to all new employees entering County service regarding the County's Injury and Illness Prevention Program and general workplace Safety.

9. Ensure that employee and supervisory Safety and Loss Prevention training is provided on an on-going basis.

10. Keep updated files of all Department Safety and Loss Prevention Meeting Records, Countywide Safety and Loss Prevention Committee meetings, Leadership Supervision Training Programs, etc.

11. Recommend and assist in the development, coordination and documentation of Safety and Loss Prevention training as necessary.

12. Conduct and participate in regular Safety and Loss Prevention Committee meetings.

C. Department Heads shall:

1. Ensure a safe and healthy workplace for all employees in their department.

2. Require, expect, and ensure compliance with the IIPP from all employees within their department.

3. Develop general and specific Safety and Loss Prevention guidelines for their department.

4. Require and ensure that all employees within their department know, understand, and follow established Safety and Loss Prevention guidelines.

5. Participate in Safety and Loss Prevention Committees, as appropriate.

6. Actively participate and cooperate in department related Safety and Loss Prevention investigations.

7. Develop and encourage proper attitudes towards Health and Safety and Loss Prevention matters in themselves and all employees within their department.

8. Correct unsafe conditions and practices immediately upon becoming aware of such conditions and practices.

9. Assist in the proper, thorough and timely documentation of all matters relating to Safety and Loss Prevention and Health or delegate the duty to document to a supervisor within their department.

10. Actively contribute to the continued success of the Safety and Loss Prevention Program by recommending appropriate changes.

11. Hold employees under their supervision accountable for Safety and Loss Prevention, and take appropriate disciplinary action when necessary.

12. Ensure that all employees are properly trained to safely perform their assigned tasks.

D. Supervisors and Managers shall:

1. Ensure a safe and healthy workplace for employees.

2. Be familiar with the IIPP and maintain a copy of the IIPP for employees to review upon request.

3. Ensure that employees under their supervision receive appropriate Safety and Loss Prevention orientation and training.

4. Ensure that employees under their supervision understand and follow established Safety and Loss Prevention guidelines.
5. Ensure that Safety and Loss Prevention inspections of their work areas are conducted regularly.
6. Ensure that materials and equipment are maintained in good condition.
7. Ensure that employees under their supervision are provided with necessary personal protective equipment and trained in its use.
8. Conduct investigations immediately upon notification of an accident, incident, injury, or near-miss incident, contact the Director of Risk Management / Assistant Risk Manager, and notify their Department Head.
9. Respond to each report of an incident or hazard within appropriate time frames and contact the Director of Risk Management or Risk Management Department.
10. Take appropriate action to abate hazards and to correct unsafe practices.

F. Department Safety and Loss Prevention Representatives shall:

1. Assist or conduct monthly department Safety and Loss Prevention meetings.
2. Forward department Safety and Loss Prevention meeting records to the Loss Prevention Specialist.
3. Report all identified hazards.

G. Employees shall:

1. Cooperate in all aspects of Safety and Loss Prevention in the workplace, including compliance with all rules, regulations and the IIPP.
2. Notify their Department Head in the event of an observed unsafe or unhealthy condition or practice.
3. Report to their supervisors all accidents, incidents, injuries, or near-miss incidents; and all hazardous conditions or unsafe practices.
4. Be vigilant and aware of safe and healthy work practices and remind fellow employees about safe and healthy work practices, whenever appropriate.
5. Continuously and conscientiously perform their duties in a safe and healthy manner, using safe work practices at all times.
6. Participate in ongoing training sessions and other safe workplace programs.

# SECTION II

## SAFETY AND LOSS PREVENTION COMMUNICATION PROGRAM

The County of Plumas believes in active, ongoing communication between management and employees. The continued success of the County's Safety and Loss Prevention Program is only possible with active communication between staff, supervisors, and the Risk Management Department. Although effective communication can take many forms, documentation of communication is crucial to maintaining a formal Safety and Loss Prevention program. The County's communication system will include, but is not limited to:

### 1. ORIENTATION

All new employees will be trained on the County's written Injury and Illness Prevention Program. Employee orientation will be provided at the time of hire – ***before the employee begins any work*** - and will stress the importance of Safety and Loss Prevention in the workplace. Orientation will be a combined effort of the Director of Risk Management / Assistant Risk Manager, Human Resources and the Department Head.

### 2. MEETINGS

A. Departmental Safety and Loss Prevention Meetings

1. Departmental Safety and Loss Prevention meetings are to be held at least once each month, in accordance with the Trindel Insurance Fund By-laws.

2. Departmental Safety and Loss Prevention meetings may be held in conjunction with regularly scheduled staff meetings and should be properly documented. A copy of the minutes or notes and roster or completed Plumas County Safety and Loss Prevention Meeting Form shall be sent to the Director of Risk Management or Risk Management Department.

3. Departmental Safety and Loss Prevention meetings shall provide an opportunity for all employees to talk about Safety and Loss Prevention related topics, exchange ideas, and recommend potential solutions to potential or existing Safety and Loss Prevention issues.

B. Countywide Safety and Loss Prevention Committee Meetings

1. The purpose of the Countywide Safety and Loss Prevention Committee is to identify Safety and Loss Prevention management issues and develop or approve recommendations for solving them. The Countywide Safety and Loss Prevention Committee for the County of Plumas shall reflect a balance of labor and management and shall be comprised of the following:

   a. Director of Risk Management or Risk Management Department Occupational Safety & Health Officer

   b. Department Safety and Loss Prevention Representatives

   c. Others as invited

2. The Safety and Loss Prevention Committee shall meet at least quarterly. Notice of Safety and Loss Prevention Committee meetings will be distributed to each department. The Safety and Loss Prevention Committee shall address the following topics:

    a. Review of accidents and investigations with discussion and recommendation of solutions to prevent recurrences.

    b. Review results of periodic and scheduled worksite inspections.

    c. Discussion and review of alleged hazardous conditions brought to the attention of any Safety and Loss Prevention Committee member. When determined necessary by the Committee, the Committee may conduct its own inspection and investigation to assist in remedial solutions.

    d. Safety and Loss Prevention training needs with recommendations of how training can be designed and accomplished.

    e. Review and discussion of employee Safety and Loss Prevention suggestions, with recommendations to assist in the evaluation and implementation of the employee suggestions.

    f. Review investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances, and where appropriate, submit suggestions to the county management for the prevention of future incidents.

    g. Any other Safety and Loss Prevention issues that have been brought to the attention of Safety and Loss Prevention Committee members.

    h. If the County has been cited by Cal OSHA, the Safety and Loss Prevention Committee may, upon request from Cal OSHA, verify abatement action taken by the County.

3. Recommendations from the Safety and Loss Prevention Committee will be presented to the Director of Risk Management for consideration and possible implementation, as appropriate. Written minutes of the Safety and Loss Prevention Committee meetings shall be on file with the Director of Risk Management or Risk Management Department.

## 3. SAFETY AND LOSS PREVENTION COMMUNICATION (OTHER)

A. General Safety and Loss Prevention Communication

1. Safety and Loss Prevention Committee meeting minutes will be provided to any employee requesting a copy.

2. Safety and Loss Prevention and Health information may also be disseminated through emails, memos and paycheck inserts.

3. Information about Safety and Loss Prevention training and other Safety and Loss Prevention-related information will be disseminated to all employees when applicable. Employees are encouraged to inform the Risk Management Department or Department Head of any Safety and Loss Prevention-related information that may be of interest to all employees.

## 4. DOCUMENT AVAILABILITY

A. Copies of the written Injury and Illness Prevention Program will be available to all employees as follows:

1. A copy will be included in each New Employee Orientation packet.

2. Copies will be given to all Department Heads and Elected Officials and maintained for use within their departments.

3. Copies will be provided to members of the Board of Supervisors.

4. Copies will be provided to any employee upon request.

B. The master copy will be maintained at the Risk Management Department for maintenance and updates.

# SECTION III

## HAZARD IDENTIFICATION & CORRECTION

It is the County's policy to ensure that a safe workplace is maintained at all times. Formal periodic Safety and Loss Prevention inspections, as described below, are a part of the County's effective accident prevention program.

Each employee is encouraged to report any unsafe or unhealthy condition in the workplace and to make suggestions to improve the Safety of working conditions. No employee shall be retaliated against for reporting hazards or potential hazards, or for making suggestions related to Safety and Loss Prevention. Notification by employees about workplace hazards may be made anonymously to the Director of Risk Management or Risk Management Department.

### 1. HAZARD IDENTIFICATION

A. Trindel Incident/Hazard Report Form (Attachment D): All hazards shall be documented on the Trindel Incident/Hazard Report Form once employee Safety is ensured by properly abating the hazard. After the hazard has been identified, the correction procedures below shall be followed.

B. Routine Inspections: Routine inspections will be conducted within each department as appropriate to ensure that personal protective equipment, vehicles and heavy equipment are in safe operating condition, that the workplace is maintained and operated in a safe and healthful manner, and that all employees are complying with safe work practices. Any noted deficiencies shall be brought to the immediate attention of the Department Head and/or the Director of Risk Management or Risk Management Department for corrective action.

C. Semi-Annual Scheduled Inspections (Attachment E): Scheduled inspections will be conducted twice a year to identify and evaluate workplace hazards and unsafe work practices using the applicable Inspection Forms (Attachment C). One of the inspections will be performed by the Department Head and/or their designee, and one will be performed by the Director of Risk Management or Risk Management Department with the Department Head/Department Safety and Loss Prevention Representative. The inspection will be documented & maintained by the Director of Risk Management or Risk Management Department in accordance with existing laws and Cal OSHA regulations.

### 2. HAZARD CORRECTION PROCEDURES

Workplace hazards and unsafe/unhealthy work practices shall be corrected as soon as they are identified. A target date for correction will be established by the Department Head, based on the following criteria:

A. **Imminent Hazard:** *Any hazard that presents an Imminent Danger to Life and/or Health "IDLH" to* any employee or member of the public. *Upon recognition of an imminent hazard:*

1. Discontinue all activities related to Imminent Hazard.

2. Evacuate vicinity of imminent hazard.

3. Immediately notify emergency response personnel if necessary.

4. Immediately notify immediate supervisor, Department Head and the Director of Risk or Risk Management Department.

5. Employees necessary to correct the imminent hazard shall be provided with all necessary safeguards including training and PPE (personal protective equipment).

B. **Serious Hazard:** Any hazard where there is a substantial probability that an employee will suffer physical harm. Upon recognition of a serious hazard:

1. Discontinue all activities related to serious hazard.

2. Vicinity shall remain “off limits” until corrected.

3. Notify immediate supervisor, Department Head and the Director of Risk Management or Risk Management Department.

4. Serious hazards shall be corrected within three days or as soon as reasonably possible.

C. **General Hazard:** Any hazard which may affect the Safety and Health of employees or the public. Upon recognition of a general hazard:

1. All efforts shall be made to mitigate and minimize the general hazard until the condition has been corrected.

2. Notify immediate supervisor, Department Head and the Director of Risk or Risk Management Department.

3. General hazards shall be corrected within fourteen days.

The Department Head will be responsible for ensuring that all hazards are corrected within the time frame indicated above. Departments may work directly with Public Works or Facility Services if the necessary corrections require.

# SECTION IV

## ACCIDENT/INCIDENT INVESTIGATION

Effective investigation of all incidents is an important part of the County's IIP Program. An INCIDENT is - "Any occurrence that results in, or has the ***potential*** for injury, illness or property damage."

The main objective in conducting an investigation is to identify the cause and make any changes necessary to prevent the incident from happening again. Incident investigation is fact-finding, ***NOT FAULTFINDING***. The County's thorough incident investigation procedure includes:

A. Collecting the facts.

B. Determining the sequence of events that resulted in the incident.

C. Identifying action needed to prevent recurrence.

D. Providing follow-up to ensure that corrective action was taken.

### 1. ACCIDENT/INCIDENT INVESTIGATION

A. The first concern after an accident/incident has occurred is for the comfort and treatment of any injured employee(s). After the affected employee(s) have received medical treatment, investigation of the accident/incident can be initiated.

B. The Department Head/designee and the Director of Risk Management or their designee shall conduct the investigation promptly.

C. Fact-finding should be thorough and objective and shall include:

1. A complete description of the accident/incident.

2. A discussion with employee(s) and any witnesses to determine events leading up to the accident/incident.

3. The reason(s) the accident/incident occurred or the cause of the unsafe/unhealthy condition.

4. Photographs or videotape of the location of the accident/incident.

D. A summary of the accident/incident investigation shall be prepared using the Trindel Incident/ Hazard Report Form (Attachment D).

1. The summary shall also document preventative measures planned or taken to prevent recurrence. This should include measures to correct unsatisfactory conditions and/or performance.

2. The Trindel Incident/Hazard Report Form (Attachment D) will be maintained in the Director of Risk Management or Risk Management Department s office after all corrections have been made. The Director of Risk Management or Risk Management Department and Department Head/designee are responsible for monitoring remedial actions.

E. Accidents/incidents and corresponding investigations will be presented in summary at the Countywide Safety and Loss Prevention Committee meetings. All efforts should be taken to ensure confidentiality of the injured worker whenever possible.

# SECTION V

## SAFETY AND LOSS PREVENTION RECOGNITION & COMPLIANCE

### 1. EMPLOYEE SAFETY AND LOSS PREVENTION RECOGNITION

The County of Plumas Safety and Loss Prevention Committee has established a Safety and Loss Prevention Recognition Program to formally acknowledge employee contributions toward maintaining a safe workplace. The County is proud of those employees who maintain good Safety and Loss Prevention records and will recognize their achievements in the following manner:

A. Annual Performance Evaluation

1. Department Heads will have the opportunity to recognize the outstanding safe work habits of their employees during the employee's annual performance evaluation.

B. Annual Safety and Loss Prevention Award

1. In November of each calendar year, individual employees may be nominated to the Safety and Loss Prevention Committee by Department Heads or fellow employees for outstanding safe work habits or other contributions to the County's Safety and Loss Prevention Program. From those employees nominated one will be selected for recognition. The recognition will be placed in the employee's permanent personnel file.

2. Nominations for outstanding workplace Safety and Loss Prevention will be for the period of January 1 to November 1, and should be submitted on a Trindel Annual Safety and Loss Prevention Award Nomination Form (Attachment B).

C. Special Departmental Recognition

1. Employees may be recognized individually by Department Heads for outstanding safe work practices or other contributions to departmental safe work practices in the form of a memo that will be placed in the employee's permanent personnel file.

### 2. SAFETY AND LOSS PREVENTION COMPLIANCE

A. Poor or unsatisfactory Safety and Loss Prevention practices will be reflected in the employee's annual performance evaluation.

B. It is the County's intent to ensure a safe work environment and safe work practices for all employees. Failure to observe the requirements of the County's Injury and Illness Prevention Program may result in disciplinary action up to and including termination.

C. It is the Department Head's responsibility to ensure that their employees know, understand, and follow established Safety and Loss Prevention guidelines described in this Injury Illness Prevention Program.

D. Depending on the severity of the Safety violation, disciplinary action may include, but is not limited to: documented verbal warning; written warning; suspension without pay; demotion; and termination from employment.

# SECTION VI

## SAFETY AND LOSS PREVENTION TRAINING

A fundamental requirement for the development of an effective formal workplace Health, Safety and Loss Prevention and accident prevention program involves the training of new employees, ongoing training for all existing employees, and special training for those employees assigned to new job duties. The purpose of conducting Safety and Loss Prevention training for employees is to teach them new or advanced skills that enable them to perform their tasks in a safe, efficient, and productive manner. The County shall provide training on general and job-specific Safety and Loss Prevention practices and procedures with the goal of reducing or eliminating unsafe acts that could result in employee injury or illness. Training records are to be maintained by the department and also by the County Loss Prevention Specialist.

### 1. GENERAL SAFETY AND LOSS PREVENTION TRAINING

The IIPP and the required training are provided:

- When the program is first established and annually thereafter.
- To all new employees prior to job assignments.
- To all employees prior to new job assignments for which training has not previously been received.
- Whenever new substances, processes, procedures or equipment are introduced into the workplace and represent a new hazard.
- Whenever the employer is made aware of a new or previously unrecognized workplace hazard.
- For supervisors to familiarize them with the Safety, Loss Prevention and Health Hazards to which employees under their immediate direction and control may be exposed and how to communicate information about those hazards effectively.
- Supervisors & Managers must also attend at least three training sessions per year as part of Trindel Insurance Fund Leadership Supervision Training Program.

### 2. JOB-SPECIFIC SAFETY AND LOSS PREVENTION TRAINING

This training shall be designed with the particular needs of each department in mind, and includes, but is not limited to:

1. Proper Equipment Use and Handling.
2. Proper Use of Personal Protective Equipment.
3. Specialized Operation Procedures.
4. Workplace Violence.

5. Office Ergonomics (new hire or change of equipment).
6. Harassment Prevention (re-training every two years).

7. Ethics (re-training every two years).

8. Defensive Driving Training (re-training every four years, unless an on-line course, approved by the Director of Risk Management, is taken and then re-training every two years).

## 3. RETRAINING

Departments shall provide ongoing training as necessary to ensure a safe and healthy workplace. Guidelines for retraining shall be developed for each department by the Department Head with recommendations from the department's staff, Director of Risk Management or Risk Management Department, and Countywide Safety and Loss Prevention Committee.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job safely, it is their duty to ask a qualified person for assistance.

# SECTION VII

## INJURY AND ILLNESS REPORTING PROCEDURES

Despite an effective Safety and Loss Prevention program and the safety awareness of employees in the performance of their job, accidents do happen. The first concern is for the comfort and treatment of any injured worker(s).

### 1. INJURY AND ILLNESS REPORTING

The following procedures should be followed any time an employee receives an injury or illness as a result of performing their normal work duties.

A. Notification and Reporting of Work-Related Injury and Illness

1. All employees are required to report injuries, even minor injuries, immediately to their direct supervisor.

2. The employee, direct supervisor, and/or Department Head will complete the Trindel Incident/Hazard Report Form (Attachment D) and once completed, immediately forward to the Director of Risk Management or Risk Management Department.

3. It is the responsibility of the Risk Management Department to immediately notify Human Resources of employees who are off work due to illness or injury for purposes of Family and Medical Leave Act (FMLA) notice.

B. Formal Notification of Hazards.

**Trindel Incident/Hazard Report Form** (Attachment D)

1. If a Hazard is identified the primary action is to ensure employee Safety.

2. Department Safety and Loss Prevention Representative or Department Head completes the form and submits to the Risk Management Department within 24-hours of incident, observation or complaint.

3. This form is used to determine the action (urgent, immediate) and implement corrections or investigation, as appropriate.

4. A copy of the completed form is submitted to the Countywide Safety and Loss Prevention Committee for consideration.

5. Forms may be submitted confidentially or anonymously to the Risk Management Department.

# SECTION VIII

## RECORD KEEPING REQUIREMENTS & INSTRUCTIONS

Maintaining thorough records relating to implementation of the Safety and Loss Prevention program is critical to ensuring successful monitoring, evaluation and updating of the County's Injury and Illness Prevention Program.

**1. Safety and Loss Prevention Meeting Record** (Attachment A)

A. Required Action:

1. Countywide Employee Training

   a. Original roster documenting employee attendance to be retained as a permanent document by the Director of Risk Management or Risk Management Department.

2. Departmental Employee Training

   a. Maintain a copy of the completed form in the departmental Safety and Loss Prevention binder.

   b. Send original to the Director of Risk Management or Risk Management Department for permanent files.

**2. Trindel Annual Safety and Loss Prevention Award Nomination Form** (Attachment B)

A. Required Action:

1. Employee or Department Head submits nomination during the open nomination period.

2. The Countywide Safety and Loss Prevention Committee determines an employee to be submitted for recognition.

3. Copy of the completed form is sent to employee after recognition.

4. Copy of the recognition award is maintained in the employee's permanent personnel file.

**3. Inspection Forms** (Attachment C)
[Office Walkthrough Inspection Form or Maintenance Shop Safety Inspection Form]

A. Required Action:

1. Completed by the Director of Risk Management or Risk Management Department as inspection is being performed in consultation with the Department Head or supervisor.

2. Corrections are noted on the inspection checklist and are submitted to the Director of Risk Management or Risk Management Department when completed.

3. Send original to the Director of Risk Management or Risk Management Department for permanent files.

**Trindel Incident/Hazard Report Form** (Attachment D)

A. Required Action:

- If a Hazard is identified the primary action is to ensure employee Safety.
- Department Safety and Loss Prevention Representative or Department Head completes the form and submits to the Risk Management Department within 24-hours of incident, observation or complaint.
- This form is used to determine the action (urgent, immediate) and implement corrections or investigation, as appropriate.
- A copy of the completed form is submitted to the Countywide Safety and Loss Prevention Committee for consideration.
- Send original to the Director of Risk Management or Risk Management Department for permanent files.
- Forms may be submitted confidentially or anonymously to the Risk Management Department.

4. **Inspection Schedule** (Attachment E)

A. Required Action:

1. Scheduled inspections will be conducted twice a year to identify and evaluate workplace hazards and unsafe work. The Director of Risk Management or Risk Management Department will create a yearly inspection schedule.

**5. Other Forms**

Other forms or documentation to be maintained by the Risk Management Department include, but are not limited to:

A. Vehicle Incident/Accident Report Form.

B. Pre-Job Safety and Loss Prevention Planning Form.

C. Indoor Air Quality – Initial Assessment.

D. Individual Workstation Evaluation Form.

E. Hearing Conservation Program.

F. Department Specific Codes of Safe Practices.

# COUNTYWIDE CODE OF SAFE PRACTICES

A. General Safety and Loss Prevention Rules: For the protection and Safety of all employees, the County of Plumas has established the following rules designed to prevent accidents and injuries. Compliance with these rules is mandatory.

1. All accidents, incidents, illnesses and injuries must be reported at the time of occurrence.

2. Failure by an employee to comply with the Safety and Loss Prevention rules will be grounds for corrective disciplinary action.

3. Report all unsafe conditions and equipment to the supervisor or Department Head.

4. In the event of fire, sound the alarm and evacuate along established escape routes.

5. Upon hearing a fire alarm, stop work and proceed to the nearest clear emergency exit. Gather at the designated assembly area.

6. Only trained employees may attempt to respond to a fire or other emergency.

7. All routes of egress, such as stairways, aisles, and emergency doors, shall be kept clear of items that can impair orderly evacuation.

8. Materials, including flammables and combustibles, and equipment shall not be stored under or in front of doors, stairways, exits, or fire extinguisher locations.

9. All spills shall be wiped up promptly, using appropriate materials.

10. Work areas including areas under or around desks shall be kept free of boxes or debris and trash shall be placed in appropriate receptacles.

11. Adequate aisle space shall be maintained and storage of materials on the floor shall be avoided.

12. File cabinet drawers shall be opened one at a time and closed when work is finished.

13. All electrical equipment shall be plugged into appropriate wall receptacles or into appropriate power bars. Three-pronged plugs should be used to ensure continuity of ground.

14. Care will be taken to properly secure electric cables and cords to avoid trips and falls.

15. All equipment such as fans, paper cutters, and shredders shall have built in

guards to prevent cuts and abrasions.

16. Horseplay and other acts that tend to place individuals at risk or affect the safety and well-being of the individual or others in the workplace are strictly prohibited.

17. Use of ladders or step stools shall comply with all Safety and Loss Prevention instructions and design specifications of the equipment, such as proper placement, secure support, adequate weight rating, allowable height, and appropriate working conditions.

18. Substance abuse or other conditions that adversely affect the employee's safety, health or behavior is not allowed at the workplace.

19. Video Display Terminal work stations, including monitors, chairs, and keyboards shall be adjustable.

20. Video Display Terminal work stations should be adjusted as appropriate for employee comfort and to relieve physical strain and unnecessary exertions, to the extent possible.

21. Video Display Terminal monitor background and screen lighting should be compatible.

22. Use rest periods provided to relax eyes and body to prevent conditions associated with intensive Video Display Terminal use.

23. Files, materials, and supplies shall be stored in such a manner to prevent damage to the articles or injury to personnel when they are moved.

24. Equipment such as scissors and staplers should be used for their intended purposes only and should not be misused as hammers, pry bars, screwdrivers, etc. Misuse can cause damage to the equipment and possible injury to the user.

25. Chemicals will be properly labeled and stored to prevent accidental misuse and spills.

26. Employees shall use hand carts and other mechanical material handling devices for heavy loads.

27. Use proper lifting and carrying techniques and equipment. Do not attempt to carry or move more than can be safely handled.

28. Employees must wear a seat belt and shoulder harness while operating vehicles, including cars, trucks, and field equipment. Observe proper speed limits and practice defensive driving.

29. Employees working in hot environments shall drink plenty of fluids and take

frequent breaks to avoid heat stress.

30. Employees working in cold environments shall wear appropriate clothing and protective devices.

31. No open flames in work area unless associated with task.

32. The County prohibits smoking in any County owned or leased facility or vehicle.

33. All employees will comply with posted "No Smoking" areas.

**Attachment A -- Safety and Loss Prevention Meeting Record**

## Plumas County Safety and Loss Prevention Meeting Record

Department _____ Date _____

Conducted by _____ Location _____

Safety and Loss Prevention meeting topics (in order of priority):

| | | |
|---|---|---|
| **1. Injuries since last meeting?** | **2. Property damage since last meeting** | **3. Near-Misses since last meeting?** |
| **4. Identified Hazards?** | **5. What will we be doing in the next month?** | **6. Relevant topic other than above?** |

Safety and Loss Prevention topic(s) discussed:

| |
|---|
| |
| |
| |
| |

Action(s) needed to address Safety and Loss Prevention topics discussed:

| |
|---|
| |
| |
| |
| |
| |
| |

Comments:

| |
|---|
| |
| |
| |

Employees Present:

| Print Name | Signature |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |
| 11. | |
| 12. | |
| 13. | |
| 14. | |
| 15. | |
| 16. | |
| 17. | |
| 18. | |
| 19. | |

If more space is needed attach additional sign in sheet.

Forward original to: The Risk Management Department.

***Retain a copy for department training records.***

**Attachment B – Annual Safety and Loss Prevention Award Nomination Form**

# *Trindel Insurance Fund*

## Annual Safety and Loss Prevention Award Nomination

Each year Trindel Insurance fund recognizes one employee from each member county for their efforts in workplace Safety and Loss Prevention. A nominee for this award should have demonstrated one or more of the traits listed below. Please submit your nominee to your Department Safety and Loss Prevention Representative or the county Loss Prevention Specialist by December 31st.

Desired traits of nominee:

- A high level of Safety and Loss Prevention awareness in day to day work tasks
- High level of participation in the county's loss prevention program
- A notable Safety and Loss Prevention suggestion adopted by the member county
- Identification of a workplace Safety and Loss Prevention hazard or unsafe work practice or procedure

Name _____

County _____Department_____

Specific examples of the above traits:

_____

_____

_____

_____

Submitted by:

Name_____ Department _____

Signature _____

**Attachment C – Inspection Forms**

# *Trindel Insurance Fund*

***Office Walkthrough Inspection***

| | | | | | |
|---|---|---|---|---|---|
| Date | | County | | Department | |
| Location | | Inspect by: | | DSLPR | |

| Item | Description | Corrective Action | C.A. Date |
|---|---|---|---|
| **Emergency Communication** (Postings, evacuation maps, MSDS, etc.) | | | |
| **Housekeeping** (Clutter, cleanliness, storage, etc.) | | | |
| **Trip & Fall Hazards** (Carpets, rugs, steps and stairways, walkways, cords, clutter, storage, etc.) | | | |
| **Electrical** (Extension cords, receptacles, GFIs, breaker panels, exposed wiring, appliances, etc.) | | | |
| **Heating & Ventilation** (Registers, filters, recirculation air, temperature, etc.) | | | |
| **Lighting** (Indoor, parking lots, etc.) | | | |
| **Emergency Exits** | | | |

| | | | |
|---|---|---|---|
| (Egress, signage, lighting, etc.) | | | |
| **Janitor Closet** (Clutter, chemical & flammable storage, cleaning products, eye wash, Etc.) | | | |
| **Exterior** (Parking lots, sidewalks, walkways, etc.) | | | |
| **Security** (Public access, emergency communication, etc.) | | | |
| **Rest Rooms, Break Room** (Sanitation, leaks, etc.) | | | |
| **Misc.** | | | |

General Comments:

| | |
|---|---|
| **Inspected by:** | |
| **Signature** | |
| **Inspected by:** | |
| **Signature** | |
| **Dept Safety and Loss Prevention Rep.** | |
| **Signature** | |
| **Department Head** | |
| **Signature** | |

# *Trindel Insurance Fund*

***Maintenance Shop Safety and Loss Prevention Inspection***

| | | | | | |
|---|---|---|---|---|---|
| Date | | County | | Department | |
| Location | | Inspect by: | | DSR | |

| Item | Description | Corrective action |
|---|---|---|
| **Housekeeping** | | |
| **Trip & Fall Hazards** | | |
| **Electrical** | | |
| **Compressed air** | | |
| **Power & Hand tools** | | |
| **Welding area / equipment** | | |
| **Hydraulic Press** | | |
| **Jacks / Hoists / Blocking** | | |
| **Flammable Storage** | | |
| **Steel / Cutting Edge storage** | | |
| **Ventilation** | | |
| **Lighting** | | |
| **Shop Exterior** | | |
| **Rest Rooms** | | |
| **Eye wash station** | | |
| **Yard** | | |

| | | |
|---|---|---|
| **Misc.** | | |

General Comments:

| | |
|---|---|
| **Inspected by:** | |
| **Signature** | |
| **Inspected by:** | |
| **Signature** | |
| **Dept Safety and Loss Prevention Rep.** | |
| **Signature** | |
| **Department Head** | |
| **Signature** | |

**Attachment D – Incident/Hazard Report Form**

# INTERNAL USE *ONLY!*

# PLUMAS COUNTY INCIDENT/HAZARD REPORT

| SECTION A | ☐ INJURY INCIDENT | ☐ INCIDENT/NEAR MISS | ☐ HAZARD |
|---|---|---|---|
| DATE & TIME OF INCIDENT: | LOCATION: | DATE REPORTED: | |
| REPORTED TO: | REPORTED BY: (Optional) | DEPARTMENT: | |

| SECTION B | DESCRIPTION OF INCIDENT – INJURY, INCIDENT/NEAR MISS, HAZARD |
|---|---|
| | |

| SECTION C | CAUSES |
|---|---|
| | |

| SECTION D | SUGGESTED CORRECTIONS |
|---|---|
| | |

| *INVESTIGATED BY:* | *TITLE:* | *DATE:* |
|---|---|---|
| | | |

| SECTION E | CORRECTIVE ACTION | DATE |
|---|---|---|
| | | |

| *Department Safety and Loss Prevention Representative Signature:* Date: | *Department Head Signature:* Date: |
|---|---|
| | |

## Attachment E – Inspection Schedule

| | |
|---|---|
| Animal Shelter | Fall/Spring |
| Courthouse Annex<br>• Environmental Health<br>• Behavioral Health<br>• Public Health<br>• Social Services<br>• Veteran Services | Fall/Spring |
| | |
| | |
| Assessor | Fall/Spring |
| Building & Planning | Fall/Spring |
| Child Support Services | Fall/Spring |
| Courthouse/Blue Annex<br>• Administrative Office<br>• Auditor<br>• Clerk Recorder, Elections, Records Management<br>• County Counsel<br>• District Attorney<br>• Flood Control<br>• Human Resources<br>• Information Technology<br>• Law Library<br>• Treasurer / Tax Collector | Fall/Spring |
| Facility Services Office & Shop | Fall/Spring |
| Fair, Farm, Agriculture | Fall/Spring |
| Library<br>• Chester<br>• Portola<br>• Quincy | Fall/Spring |
| Memorial Hall<br>• Chester<br>• Greenville<br>• Portola<br>• Quincy | Fall/Spring |
| Museum | Fall/Spring |
| Probation<br>• Juvenile Detention Facility | Fall/Spring |
| Public Works<br>• Beckwourth Yard & Shop<br>• Chester Yard & Shop<br>• Graeagle Yard & Shop<br>• Greenville Yard & Shop<br>• LaPorte Yard & Shop<br>• Quincy Maintenance Shop<br>• Quincy Yard & Shop | Fall/Spring |
| Sheriff Main Office & Yard & Victim Witness<br>• Chester Sub Station<br>• Portola Sub Station | Fall/Spring |
| Jail | Fall/Spring |

Plumas County
IIPP

Employee Acknowledgement Form

I _____
Print Name

Acknowledge that I have received, reviewed and understand the Plumas County Injury Illness Prevention Program.

I also received a copy of the following:

- Steps for Reporting Incidents and Injuries
- Time of Hire Pamphlet
- IIPP Overview
- Plumas County Facts about Workers' Compensation Injury Management Program
- If you are injured or become ill – the DWC1 process

_____ _____
Employee signature Date

_____ _____
Director of Risk Management Signature Date

# PLUMAS COUNTY
# SOLID WASTE
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **John Mannle, Director of Public Works** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **10:00 AM - TIME CERTAIN PUBLIC HEARING: Adopt a RESOLUTION establishing a revised fee schedule for collection and related solid waste services for Franchise Service Area No. 1 (Operated by Feather River Disposal); Approved as to form by County Counsel; discussion and possible action. Roll call vote** |

**Recommendation:**
The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by *greater than* fifty percent of current collection route customers, that the Board of Supervisors vote to adopt the attached proposed 9.08% Rate Increase Resolution for solid waste services related to curbside collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 1, as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal, per the Franchise Agreement that took effect April 1, 2017.

**Background and Discussion:**
**PREFACE:**
***The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:***

1. ***Receive a report from the Department of Public Works pertaining to the Franchise Contract's annual Refuse Rate Index (RRI) adjustment calculation of 9.08% (residential) and 9.08% (commercial) for solid waste services provided by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees. This Rate adjustment is required under the terms of the 2017 Franchise Agreement and is calculated annually to cover changes in costs per the Franchise Agreement for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.***

***2. Enable commentary by the franchise contractor, Feather River Disposal.***

***3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate written protests against the proposed fee increase by customers. Close Public Hearing.***

***4. Consider the adoption of the attached proposed Resolution to Increase Rates by 9.08% (residential) and 9.08% (commercial) for solid waste services provided by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees.***

**BACKGROUND:**
On March 14, 2023, Solid Waste staff received Feather River Disposal's audited financial statements for the

period ending December 31, 2022. Public Works staff reviewed the audited financial statements and subsequently forwarded the documentation to R3 Consulting Group. R3 Consulting Group reviewed the audited financial statement and concluded that Feather River Disposal, per the Franchise Agreement, was entitled to a fee increase in the amount of 9.08%.

**PROPOSED RATE INCREASE SUMMARY FOR FRD:**
The cumulative proposed fee increase described above is summarized as follows:

- 9.08% (residential collection) and
- 9.08% (commercial collection)

*Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 9.08% rate increase for those services was considered and approved by the Board of Supervisors at the June 6, 2023 Board of Supervisors meeting.*

**CONSIDERATION BY THE SOLID WASTE TASK FORCE:**
On April 25, 2023, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend a 9.08% Rate increase to the Board of Supervisors. If adopted, the rate increase would take effect retroactively on July 1, 2023.

**PUBLIC NOTICE:**
On May 23, 2023, the franchise contractor, Feather River Disposal, mailed notices of a public hearing to 2676 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

**Action:**

Consideration of a proposed Rate Increase of 9.08% (residential) and 9.08% (commercial) for solid waste services related to curbside collection fees, which shall cover curbside collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal.

**Fiscal Impact**:

N/A

**Attachments:**
1. FRD 2023 Proposed Curbside Rate Table
2. SWTF Chair Letter 2023 - Copy
3. Resolution Establishing Revised Fee Schedule re: FRD
4. Public Notice: Prop 218 Notice FRD 2023

| EXHIBIT A | | | | |
|---|---|---|---|---|
| **Feather River Disposal: Fee Schedule for Collection, Transfer and Related Waste Services - Collection Routes** | **Current Rates** | | **Adjusted Rate** | |
| **Description of Service** | **ALL** | | **Proposed 2023 Rate (Effective July 1)** | |
| **Residential Base Rate (Per Month)** | | | | |
| 35 gallon waste-wheeler | $ | 25.12 | $ | 27.40 |
| 64 gallon waste-wheeler | $ | 34.15 | $ | 37.25 |
| 96 gallon waste-wheeler | $ | 44.27 | $ | 48.29 |
| | | | | |
| **Residential Large Items** | | | | |
| Washer, dryer, standard size refrigerator | $ | 24.46 | $ | 26.68 |
| Single bed mattress and similar sized object | $ | 24.46 | $ | 26.68 |
| Deep freezer | $ | 48.71 | $ | 53.13 |
| Double bed mattress and similar sized objects | $ | 48.71 | $ | 53.13 |
| Tire (16" or less) | $ | 5.38 | $ | 5.87 |
| Tire (16.1" to 19.9") | $ | 10.40 | $ | 11.35 |
| Tire (20" or greater) | $ | 24.46 | $ | 26.68 |
| | | | | |
| **Residential Billing** | | | | |
| New residential collection account startup fee | $ | 10.40 | $ | 11.35 |
| | | | | |
| **Commercial Base Rate** | | | | |
| One CY bin (once a week) | $ | 97.43 | $ | 106.28 |
| One CY bin (twice a week) | $ | 194.58 | $ | 212.24 |
| One CY bin (three collections a week) | $ | 292.48 | $ | 319.03 |
| One CY bin (four collections a week) | $ | 390.04 | $ | 425.45 |
| One CY bin (five collections a week) | $ | 487.60 | $ | 531.87 |
| Each additional CY per collection | $ | 26.18 | $ | 28.56 |
| 35 gallon waste-wheeler | $ | 27.07 | $ | 29.52 |
| 64 gallon waste-wheeler | $ | 36.80 | $ | 40.14 |
| 96 gallon waste-wheeler | $ | 50.42 | $ | 55.00 |
| | | | | |
| **Bin Delivery Charge** | $ | 64.97 | $ | 70.87 |
| | | | | |
| **Special Travel Charge (Not to Exceed) Per Hour** | $ | 105.52 | $ | 115.10 |

**PLUMAS COUNTY**
**INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)**
**1834 East Main Street • Quincy, CA 95971• (530) 283-6268**
*John Sciborski, Chair*

# MEMORANDUM

Apr. 26, 2023

From: Plumas County Integrated Waste Management Task Force

Subject: Advice from PCIWMTF pertaining to proposed rate change for Solid Waste Franchise Areas No. 1 and No. 2

To: Plumas County Board of Supervisors

On Tuesday, April 25, 2023, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Four (4) Task Force Members were present; therefore, a quorum was established.

Following consideration of the Franchise Contract dictated annual rate review procedure, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

***The PCIWMTF recommends the Board of Supervisors approve a rate increase for Solid Waste Franchise Area No. 1 and No. 2 in the amount of 9.08% and 10.37% respectively for the Fiscal Year of 2023/2024, pursuant to the rate evaluation procedures outlined in the 2017 Franchise Contract. These values were determined via an independent analysis of audited financial statements submitted by the Franchise Contractors as dictated by the Franchise Contract.***

Respectfully submitted,

John Sciborski, Chair, PCIWMTF

# RESOLUTION NO. 23-____

## A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)

**WHEREAS,** the Plumas County Board of Supervisors, on July 19, 2022, did adopt Plumas County Resolution No. 22-8718, thus revising the fee schedules for collection, transfer and related solid waste services for the Franchise Contractor for Franchise Service Area No. 1, pursuant to Plumas County Code Section 6-10.208, and

**WHEREAS**, USA Waste of California, Inc. doing business as Feather River Disposal (FRD) is the solid waste franchise contractor for Franchise Service Area No. 1, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

**WHEREAS**, on May 23rd, 2023, the Franchise Contractor for Service area No.1, mailed notices of a public hearing to Two Thousand Six Hundred and Seventy-Six (2676) customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

**WHEREAS**, on July 11th, 2023, a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

**WHEREAS**, _____ written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

**WHEREAS,** it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 22-8718.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 22-8718, for collection, transfer, and related solid waste services in Franchise Service Area No. 1, as follows:

(a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 1, as defined in the County Solid Waste Management Plan.

(b) **Collection fees.** The base rate for collection, as described below and shown on attached Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be $27.40 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be $37.25 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is $48.29 for one collection per week.

(2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of $26.68 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of $53.13 each per collection. Each tire shall be charged per collection: $5.87 [sixteen (16") inches or less]; $11.35 [more than sixteen (16") inches but less than twenty (20") inches]; $26.68 [more than twenty (20") inches].

(3) **Residential billing**. Each new residential collection account shall be charged $11.35 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of $106.28 for one collection per week; a monthly fee of $212.24 for two (2) collections per week; a monthly fee of $319.03 for three (3) collections per week; a monthly fee of $425.45 for four (4) collections per week; and a monthly fee of $531.87 for five (5) collections per week. Each additional cubic yard per collection shall be charged $28.56, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is $29.52. The monthly charge for a sixty-four (64) gallon waste-wheeler is $40.14. The monthly charge for a ninety-six (96) gallon waste-wheeler is $55.00. Monthly charges for waste-wheelers are double the above if collection is twice per week.

(5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following

manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed $115.10 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of $70.87 shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 11th day of July, 2023, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSTAIN:** Supervisors:

_____
Chair, Board of Supervisors

**ATTEST:**

_____
Clerk of the Board of Supervisors

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

# PUBLIC NOTICE

## OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE 10:00 A.M., July 11, 2023

As required annually by the 2017 Franchise Contract between the County and USA Waste of California, Inc., dba Feather River Disposal (FRD), a resolution will be considered by the Board of Supervisors to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by **Feather River Disposal (Solid Waste Franchise Area No. 1)**. The calculated rate increase **(9.08%)** is determined per the terms and conditions of the 2017 Franchise Contract for the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) operated by the franchise contractor USA Waste of California, Inc., dba Feather River Disposal (FRD) serving Franchise Area No. 1.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **9.08%** beginning on July 11, 2023, extending retroactively to July 1, 2023. Commercial solid waste collection fees will increase by **9.08%** beginning on July 11, 2023, extending retroactively to July 1, 2023. These rate changes apply to the area serviced by Feather River Disposal only, not Inter Mountain Disposal, and does not include the jurisdictions of the Chester Public Utilities District or the Quincy Community Service District, which have separate (non-county) contracts with Feather River Disposal.

***The proposed fee schedule is available for view on the internet at:***
***https://www.plumascounty.us/2616/Public-Documents***

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase. ***If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works, 1834 East Main Street, Quincy CA, before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.***

# PLUMAS COUNTY
# SOLID WASTE
# MEMORANDUM

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **John Mannle, Director of Public Works** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Adopt a RESOLUTION establishing a revised fee schedule for collection and related solid waste services for Franchise Area No. 2 (Operated by Intermountain Disposal), approved as to form by County Counsel; discussion and possible action. Roll call vote** |

**Recommendation:**

The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by greater than fifty percent of current collection route customers, that the Board of Supervisors vote to adopt the attached proposed 10.37% Rate Increase Resolution for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 2, as operated by franchise contractor InterMountain Disposal, per the Franchise Agreement that took effect April 1, 2017

**Background and Discussion:**

**PREFACE:**

***The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:***

***1. Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 10.37% (residential) and 10.37% (commercial) for solid waste services provided by franchise contractor InterMountain Disposal related to collection fees. This Rate adjustment is necessary to cover increased costs per the Franchise Agreement for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.***

***2. Enable commentary by the franchise contractor, InterMountain Disposal.***

***3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate written protests against the proposed fee increase by customers. Close Public Hearing.***

***4. Consider the adoption of the attached proposed Resolution to Increase Rates by 10.37% (residential) and 10.37% (commercial) for solid waste services provided by franchise contractor InterMountain Disposal related to collection fees. This Rate adjustment is necessary to cover increased costs for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.***

**BACKGROUND:**

On March 14, 2023, Solid Waste staff received InterMountain Disposal's audited financial statements for the period ending December 31, 2022. Public Works staff reviewed the audited financial statements and subsequently forwarded the documentation to R3 Consulting Group. R3 Consulting Group reviewed the audited financial statement and concluded that InterMountain Disposal, per the Franchise Agreement, was entitled to a fee increase in the amount of 10.37%.

**PROPOSED RATE INCREASE SUMMARY FOR FRD:**
The cumulative proposed fee increases described above are summarized as follows:

- 10.37% (residential collection) and
- 10.37% (commercial collection)

*Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 10.37% rate increase for those services was considered and approved by the Board of Supervisors at the June 6, 2023 Board of Supervisors meeting.*

**CONSIDERATION BY THE SOLID WASTE TASK FORCE:**
On April 25, 2023, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend an 10.37% Rate increase to the Board of Supervisors. If adopted, the rate increase would take effect retroactively on July 1, 2023.

**PUBLIC NOTICE:**
On May 26, 2023, the franchise contractor, InterMountain Disposal, mailed notices of a public hearing to 2007 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

**Action:**

Consideration of a proposed Rate Increase of 10.37% (residential) and 10.37% (commercial) for solid waste services related to collection fees, which shall cover curbside collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 2), as operated by franchise contractor InterMountain Disposal.

**Fiscal Impact**:

N/A

**Attachments:**
1. Prop 218 Notice IMD 2023
2. IMD 2023 Proposed Curbside Rate Table
3. SWTF Chair Letter 2023
4. Resolution Establishing revised fee schedule re: IMD

# PUBLIC NOTICE

## OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE 10:00 A.M., July 11, 2023

As required annually by the 2017 Franchise Contract between the County and InterMountain Disposal, a resolution will be considered by the Board of Supervisors to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by **InterMountain Disposal (Solid Waste Franchise Area No. 2)**. The calculated rate increase **(10.37%)** is determined per the terms and conditions of the 2017 Franchise Contract for the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) operated by the franchise contractor InterMountain Disposal (IMD) serving Franchise Area No. 2.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **10.37%** beginning on July 11, 2023, extending retroactively to July 1, 2023. Commercial solid waste collection fees will increase by **10.37%** beginning on July 11, 2023, extending retroactively to July 1, 2023. These rate changes apply to the area serviced by Intermountain Disposal only, not Feather River Disposal. This resolution will not affect property owners within the City of Portola. A proposed fee schedule is available on the County website (see below).

***The proposed fee schedule is available for view on the internet at:***
*https://www.plumascounty.us/2616/Public-Documents*

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

***If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works, 1834 East Main Street, Quincy CA, before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing***.

| EXHIBIT A | | |
|---|---|---|
| **InterMountain Disposal: Fee Schedule for Collection, Transfer and Related Waste Services - Collection Routes** | **Current Rates** | **Adjusted Rate** |
| **Description of Service** | **All** | **Proposed 2023 Rate (Effective July 5)** |
| **Residential Base Rate (per month)** | | |
| 35 Gallon Waste Wheeler | $28.16 | $31.08 |
| 64 Gallon Waste Wheeler | $35.91 | $39.63 |
| 96 Gallon Waste Wheeler | $42.49 | $46.89 |
| | | |
| **Residential Large Items** | | |
| Washer, dryer, standard fridge, single mattress | $22.93 | $25.30 |
| Deep freezer, double mattress | $45.69 | $50.43 |
| Tire 16" or less | $4.75 | $5.24 |
| Tire 16.1" to 20" | $9.71 | $10.72 |
| Tire 20" or more | $22.93 | $25.30 |
| | | |
| **Residential Account Start-Up Fee** | $9.71 | $10.72 |
| | | |
| **Commercial Base Rate** | | |
| One CY Bin (once per week) | $102.03 | $112.61 |
| One CY Bin (twice per week) | $204.05 | $225.21 |
| One CY Bin (three times per week) | $306.08 | $337.82 |
| One CY Bin (four times per week) | $408.11 | $450.43 |
| One CY Bin (five times per week) | $510.13 | $563.04 |
| Each additional CY per collection | $27.40 | $30.24 |
| 35 Gallon Waste Wheeler | $35.09 | $38.73 |
| 64 Gallon Waste Wheeler | $42.49 | $46.89 |
| 96 gallon waste wheeler | $47.58 | $52.52 |
| | | |
| **Special travel charge (not to exceed) per hour** | $106.44 | $117.48 |
| **Bin delivery charge** | $65.49 | $72.28 |

**PLUMAS COUNTY**
**INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)**
**1834 East Main Street • Quincy, CA 95971• (530) 283-6268**
*John Sciborski, Chair*

# MEMORANDUM

Apr. 26, 2023

From: Plumas County Integrated Waste Management Task Force

Subject: Advice from PCIWMTF pertaining to proposed rate change for Solid Waste Franchise Areas No. 1 and No. 2

To: Plumas County Board of Supervisors

On Tuesday, April 25, 2023, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Four (4) Task Force Members were present; therefore, a quorum was established.

Following consideration of the Franchise Contract dictated annual rate review procedure, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

***The PCIWMTF recommends the Board of Supervisors approve a rate increase for Solid Waste Franchise Area No. 1 and No. 2 in the amount of 9.08% and 10.37% respectively for the Fiscal Year of 2023/2024, pursuant to the rate evaluation procedures outlined in the 2017 Franchise Contract. These values were determined via an independent analysis of audited financial statements submitted by the Franchise Contractors as dictated by the Franchise Contract.***

Respectfully submitted,

John Sciborski, Chair, PCIWMTF

**RESOLUTION NO. 23-____**

**A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL)**

**WHEREAS,** the Plumas County Board of Supervisors, on July 5, 2022, did adopt Plumas County Resolution No. 22-8714, thus revising the fee schedules for collection, transfer, and related solid waste services for the Franchise Contractor for Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

**WHEREAS**, InterMountain Disposal (IMD) is the solid waste franchise contractor for Franchise Service Area No. 2, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

**WHEREAS**, on May 26th, 2023, the Franchise Contractor for Service area No. 2, mailed notices of a public hearing to Two Thousand and Seven (2007) customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

**WHEREAS**, on July 11th, 2023, a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

**WHEREAS**, _____ (____) written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

**WHEREAS,** it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 22-8714.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 22-8714, for collection, transfer and related solid waste services in Franchise Service Area No. 2, as follows:

(a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.

(b) **Collection fees.** The base rate for collection, as described below and shown on attached Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection,

transfer, hauling, and ultimate disposal activities.

(1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be $31.08 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be $39.63 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is $46.89 for one collection per week.

(2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of $25.30 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of $50.43 each per collection. Each tire shall be charged per collection: $5.24 [sixteen (16") inches or less]; $10.72 [more than sixteen (16") inches but less than twenty (20") inches]; $25.30 [more than twenty (20") inches].

(3) **Residential billing**. Each new residential collection account shall be charged $10.72 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of $112.61 for one collection per week; a monthly fee of $225.21 for two (2) collections per week; a monthly fee of $337.82 for three (3) collections per week; a monthly fee of $450.43 for four (4) collections per week; and a monthly fee of $563.04 for five (5) collections per week. Each additional cubic yard per collection shall be charged $30.24, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is $38.73. The monthly charge for a sixty-four (64) gallon waste-wheeler is $46.89. The monthly charge for a ninety-six (96) gallon waste-wheeler is $52.52. Monthly charges for waste-wheelers are double the above if collection is twice per week.

(5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or

if none, from the franchisee's yard. The costs, not to exceed $117.48 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of $72.28 shall be charged to cover the round-trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 11th day of July 2023, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSTAIN:** Supervisors:

_____
Chair, Board of Supervisors

**ATTEST:**

_____
Clerk of the Board of Supervisors

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

# PLUMAS COUNTY
# COUNTY COUNSEL
# MEMORANDUM

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| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Gretchen Stuhr, Director of County Counsel** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Adopt a RESOLUTION of the Board of Supervisors of the County of Plumas, State of California, calling and giving Notice of the Holding of a Special Election Consolidated with the Election on November 7, 2023 for the Submission of whether Formation of the Beckwourth Peak Protection District shall be approved, a Special Tax Levied and Board of Directors Elected for such District; approved as to form by County Counsel; discussion and possible action. Roll call vote** |

**Recommendation:**
n/a

**Background and Discussion:**
n/a

**Action:**

n/a

**Fiscal Impact**:

n/a

**Attachments:**
1. Election Resolution
2. Resolution 2023-0004 Formation of BPFPD signed

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL ELECTION CONSOLIDATED WITH THE ELECTION ON NOVEMBER 7, 2023 FOR THE SUBMISSION OF WHETHER FORMATION OF THE BECKWOURTH PEAK FIRE PROTECTION DISTRICT SHALL BE APPROVED, A SPECIAL TAX LEVIED AND BOARD OF DIRECTORS ELECTED FOR SUCH DISTRICT**

**WHEREAS,** on June 26, 2023, by LAFCO Resolution No. 23-0004, the Plumas County Local Agency Formation Commission ("LAFCO") conditionally approved the formation of the Beckwourth Peak Fire Protection District ("the District") upon voter-approval of a special tax by the registered voters within the proposed District; and

**WHEREAS,** LAFCO Resolution No. 23-0004 also provides that the Board of Directors of the proposed District be composed of five (5) at-large members elected pursuant to the Uniform District Election law; and

**WHEREAS,** the election of the Board of Directors of the proposed District shall be completed at the same time as the formation election; and

**WHEREAS,** pursuant to the Cortese-Knox-Hertzberg Act, specifically California Government Code section 57000, subdivision (d) and (e), LAFCO notified the Board of Supervisors and the County Clerk and Ex-Officio Registrar of Voters ("the Elections Official") that LAFCO made a determination requiring that an election be conducted and requesting the Board of Supervisors direct the Elections Official to conduct the special election consistent with applicable law; and

**WHEREAS,** the combined elections which must be conducted are: (1) an election by registered voters on the questions of whether the order adopted by LAFCO on June 26, 2023, ordering the formation of the District shall be approved; and, if formed; (2) an election for a special tax for each parcel dependent on use, with a base rate of $110 for improved single family residential parcels under 1,800 square feet, and parcels with other uses will be charged at various rates based on usage, (3) an election to fill the five (5) board of director seats to be voted on by registered voters within the proposed District, if the District is formed; and

**WHEREAS,** the Elections Official has authorized an election consolidated with the General Election on November 7, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County Plumas, State of California, does declare, determine and order as follows:

1. Special elections consolidated within the November 7, 2023 general election shall be conducted for the purpose of submitting to the qualified voters of the proposed District: (1) an election by registered voters on the questions of whether the order adopted by LAFCO on June 26, 2023, ordering the formation of the District shall be approved; and, if formed; (2) an election

for a special tax for each parcel dependent on use, with a base rate of $110 for improved single family residential parcels under 1,800 square feet, and parcels with other uses will be charged at various rates based on usage, (3) an election to fill the five (5) board of director seats to be voted on by the registered voters within the proposed District, if the District is formed.

2. The questions pose to the qualified voters of the proposed District shall be as follows:

QUESTION 1: To build and sustain adequate community fire and rescue services for the eastern region of Plumas County, shall the order adopted on June 26, 2023 by the Plumas Local Agency Formation Commission ordering the reorganization affecting the Beckwourth Fire Protection District, Sierra Valley Fire Protection District, Gold Mountain Community Services District, and City of Portola and providing for the formation of the "Beckwourth Peak Fire Protection District" in the territory described, subject to terms and conditions specified in the order, including a special tax to finance district services, be confirmed?

QUESTION 2: To build and sustain adequate community fire and rescue services for the eastern region of Plumas County, including adequate funding for staffing coverage, insurance, fuel, and essential equipment, shall a measure imposing an annual special tax for each parcel dependent on use, with a base rate of $110 for improved single family residential parcels under 1,800 square feet, and parcels with other uses will be charged at various rates based on usage, raising an estimated $405,000 annually until repealed by voters, be adopted in accordance with the terms and conditions of the Beckwourth Peak Fire Protection District Formation?

3. The formation of the proposed District shall be subject to the conditions set forth by LAFCO in its order of LAFCO Resolution No. 2023-0004 as provided in Attachment 1 hereto.

4. The District shall initially have a five-member elected Board of Directors, and the five Director seats shall be up for election as part of the November 7, 2023 election.

5. The proposed district will be governed by a five (5) member board of directors, elected at-large, each of whom must be registered voters residing within the proposed district and whose terms must be four years, with the exception of the initial board. The five-member initial Board of Directors must be elected prior to recordation of the Certificate of Completion.

6. The term of office of the initial Board of Directors is as described in California Elections Code section 10505.

7. Pursuant to Elections Code 10500 et seq. the Board hereby prescribes the procedures for nominating the candidates for the officers to be filled at the election.

8. If a majority of all the votes cast favor the formation of the District, the territory shall be formed as a district. If two-thirds of all votes cast in favor of the special tax, the tax shall be enacted.

9. The ballots to be used at the election shall be in the form and content as required by law.

10. The Elections Official is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplied, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the elections.

11. The Elections Official is hereby directed to send a copy of this resolution to LAFCO within five (5) days of the adoption of the resolution.

12. Notice of the time and place of holding the elections is given and the County Elections Official is further directed to publish in accordance with California Government Code section 57130.

13. In all particulars not recited in this resolution, the elections shall be held and conducted as provided by law for holding elections related to the formation of the District and the election of the first set of directors of the District.

14. This resolution shall take effect immediately upon its adoption.

**DULY PASSED AND ADOPTED** this 11th day of July, 2023 by the Board of Supervisors of the County of Plumas, State of California by the following vote:

AYES:

NOES:

ABSENT:

_____
Dwight Ceresola, Chair
Board of Supervisors
County of Plumas
State of California

ATTEST

_____
Heidi White
Clerk of the Board of Supervisors

Attachment 1

# Resolution 2023-0004
# Of the
# Plumas Local Agency Formation Commission
# in
# Plumas County, California

*Making Determinations and Approving the Formation of the Beckwourth Peak Fire Protection District, the Dissolution of Beckwourth and Sierra Valley Fire Protection Districts, and the Divestiture of Fire Protection and Emergency Medical Services by the City of Portola and Gold Mountain Community Services District, and Identifying Beckwourth Peak Fire Protection District as the Successor Agency*

**WHEREAS,** the City of Portola ("Portola"), on February 22, 2023, adopted a resolution requesting Plumas Local Agency Formation Commission ("LAFCo") initiate proceedings to form the Beckwourth Peak Fire Protection District ("BPFPD"), pursuant to the Fire Protection District Law of 1987 (California Health and Safety Code Section13800-13970) and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.); and

**WHEREAS**, Beckwourth Fire Protection District ("BFD) on March 15, 2023, Sierra Valley Fire Protection District ("SVFPD") on March 14, 2023, and Gold Mountain Community Services District ("GMCSD") on February 17, 2023, also adopted substantially similar resolutions of requesting initiation of reorganization of their respective agencies, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.); and

**WHEREAS,** a joint application was filed with the Executive Officer of Plumas LAFCo by Portola, BFD, SVFPD, and GMCSD, proposing the formation of BPFPD such that the entirety of the eastern region of Plumas County would be included within the boundaries of the newly formed district, including all of Portola, the entirety of BFD and GMCSD, and a majority of the territory within SVFPD, which would result in subsequent dissolution of BFD and SVFPD, the divestiture of fire protection and emergency medical services by Portola and GMCSD, and identifying BPFPD as the successor agency for all four applicants. Said application complied with all the requirements of law and the Commission; and

**WHEREAS,** the reasons for the proposal are as follows:

1) The four agencies provide essentially the same fire protection and emergency medical services in the region and face substantially similar challenges to providing adequate and sustainable services, consisting of:
    a. Ever increasing mandatory requirements and standards.
    b. Limited volunteer recruitment and retention programs and incentives.
    c. Inadequate levels and types of training opportunities.
    d. Limited administrative capacity to address growing organizational requirements.
    e. Insufficient funding to cover growing expenses.
2) The reorganization would allow the new district to better meet the emergency fire, rescue, and medical needs of its communities. The newly formed district will implement a phased plan for creating a uniform level of service within the entirety of its territory which would allow:
    a. Better utilization of resources.
    b. Enhanced capital asset planning and streamlined improvement process.

c. Enhanced response to emergency incidents based on expanded paid personnel, fleet, and station readiness.

d. Reduced operating and administrative costs while increasing service levels.

e. Enhanced efficiency of management through combining of technology infrastructure, fleet maintenance, and other administrative functions; and

f. Enhanced and standardized public education outreach; and

**WHEREAS**, the proceedings for this reorganization are governed by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Section 56000 *et seq*. of the Government Code; and,

**WHEREAS**, the applicants are located in Plumas County; and

**WHEREAS**, the Commission has heard and adopted a Municipal Service Review of services provided by Portola, BFD, GMCSD, and SVFPD and adopted Resolution 2022-0006 on October 17, 2022 in accordance with Government Code Section 56430; and

**WHEREAS**, in Resolution 2022-0008 on December 12, 2022 the Commission made the required determinations regarding the factors relevant to determining spheres of influence identified in Government Code Section 56425 for each of the applicant special districts and in Resolution 2003-003 on February 24, 2003 the Commission made the required determinations regarding the factors relevant to determining the sphere of influence identified in Government Code Section 56425 for Portola; and,

**WHEREAS,** the Spheres of Influence for BFD, GMCSD, and SVFPD, as updated in Resolution 2022-0008 and the Sphere of Influence for Portola as updated in Resolution 2003-003 are consistent with the proposed reorganization, as required by Government Code Section 56375.5; and

**WHEREAS**, the applicants have jointly conducted a Feasibility Study and developed a Plan for Service that sets forth the terms of the reorganization and transfer of service, including transfer of assets, property, personnel and equipment; and,

**WHEREAS**, Portola, acting as the Lead Agency for this project in accordance with the provisions of the California Environmental Quality Act, has reviewed the reorganization proposal and has found that it qualifies for exemption under Class 20: Changes in Organization of Local Agencies, where the changes do not change the area in which previously existing powers or services are exercised and that it will not result in adverse changes to the environment nor to the level or scope of services provided; and,

**WHEREAS**, the Commission finds that there is no conflict or overlap between the formation and services to be provided by the proposed district and services provided by other districts within the proposed district boundaries. All potentially affected districts have been notified. The Commission finds that any perceived overlap of service or duplication is complementary and not conflicting; and

**WHEREAS**, at the time and in the manner provided by law, the Executive Officer gave notice of the date, time, and place of a public hearing by the Commission upon said application, including mailed notice to affected and subject agencies and published notice in newspapers of general circulation in order to ensure agencies, affected citizens and landowners were aware of the proposal; and,

**WHEREAS**, the Commission conducted a duly noticed public hearing on formation of the proposed district on June 12, 2023. At the hearing, all interested persons were given the opportunity to hear and be heard, and all oral and written testimony and evidence presented or filed was received and considered by the Commission; and

**WHEREAS**, the Executive Officer has reviewed the application and has prepared a report including staff recommendations thereon within the time required by law and has furnished copies of said report to the Commission and to all other persons required by law to receive it; and,

**WHEREAS**, the Commission has heard all interested parties desiring to be heard at the public hearing and considered the application and report by the Executive Officer and all other relevant evidence and information presented at said hearing, and has considered all the factors required by law under Government Code Section 56668 and adopted local policies and procedures;

**NOW, THEREFORE**, the Plumas Local Agency Formation Commission determines the following:

1. The foregoing recitals are true and correct.
2. The territory comprises approximately 468 square miles more or less and is found to be inhabited.
3. The Commission adopts the determinations regarding consistency with LAFCo Policies contained in the staff report for this formation and reorganization and incorporates them by reference herein.
4. The change of organization is assigned the following distinctive short-term designation:

   *Formation of Beckwourth Peak Fire Protection District and Reorganization of Fire and Emergency Medical Services Provided by City of Portola, Beckwourth Fire District, Gold Mountain Community Services District, and Sierra Valley Fire Protection District (Plumas LAFCo File No. 2023-0002)*
5. The Commission concurs with and affirms Portola's finding that this project qualifies for a Categorical Exemption to CEQA under Class 20 - *Changes in the organization or reorganization of local governmental agencies where the changes do not change the area in which previously existing powers are exercised.*
6. The boundaries, as set forth in this reorganization (or as amended by action of the Commission), are hereby approved as submitted and are as described in Exhibits "A" Map and "B" Boundary Description attached hereto and by this reference incorporated herein subject to the terms and conditions included.
7. This reorganization consists of the following jurisdictional changes:
   - Beckwourth Peak Fire Protection District - Formation and assumption of fire protection and emergency medical services within its boundaries as successor agency.
   - City of Portola – Transfer of fire protection and emergency medical services to BPFPD
   - Beckwourth Fire Protection District – Dissolution and transfer of services to BPFPD
   - Gold Mountain Community Services District – Divestiture of fire protection and emergency medical services and transfer of those services to BPFPD
   - Sierra Valley Fire Protection District - Dissolution and transfer of services to BPFPD
8. Based upon the information provided in the Executive Officer's Report, this Commission finds that the project to form the district is feasible, economically sound, and is in the public interest.

NOW, THEREFORE, the Commission resolves and orders the following:

**1. Conditions**

1.1. Approval of Proposal

The proposal is for the formation of the Beckwourth Fire Protection District and related reorganization such that the entirety of the eastern region of Plumas County would be included within the boundaries of the newly formed district, including all of Portola, the entirety of BFD and GMCSD, and a majority of the territory within SVFPD, which would result in subsequent dissolution of BFD and SVFPD, the transfer or divestiture of fire protection and emergency medical services by Portola and GMCSD, respectively, and identifying BPFPD as the successor agency for all four applicants. In addition to LAFCo's Terms and Conditions stated herein, this reorganization shall

be subject to terms and conditions as stated in the initiating resolutions included in the following documents all of which documents are by this reference incorporated herein:

- Resolution 2543 adopted February 22, 2023 by the City of Portola City Council (Exhibit "C");
- Resolution 2203.01 adopted March 15, 2023 by the Beckwourth Fire Protection District (Exhibit "D");
- Resolution 2022-23-004 adopted February 17, 2023 by the Gold Mountain Community Services District (Exhibit "E");
- Resolution 2023-02 adopted March 14, 2023 by the Sierra Valley Fire Protection District (Exhibit "F"); and
- Feasibility Study and Plan for Services developed by the Local Emergency Services Study Group (LESSG) (Exhibit "G").

1.2. Election

The Commission approves the proposal, including waiver of protest proceedings, subject to confirmation of the voters and upon the terms and conditions stated herein.

The Commission requests the Board of Supervisors call an election and authorize the County Elections Official to prepare for and conduct the necessary election in accordance with Government Code Section 57125 et seq. and relevant election provisions of the County.

All proper expenses incurred in conducting elections for formation proceedings must be paid by the newly formed district, if successful, or by the county within which the proposed district is located, if the formation proceedings are terminated (Government Code, Sec. 57150(b)); and

The Beckwourth Peak Fire Protection District is required to be partially funded by a special tax approved by registered voters residing within the boundaries of the district, and the district shall not be formed unless this funding mechanism is approved. The language in the Ballot Measure must substantially conform with the following language:

a. "To build and sustain adequate community fire and rescue services for the eastern region of Plumas County, shall the order adopted on June 12, 2023 by the Plumas Local Agency Formation Commission ordering the reorganization affecting the Beckwourth Fire Protection District, Sierra Valley Fire Protection District, Gold Mountain Community Services District, and City of Portola and providing for the formation of the "Beckwourth Peak Fire Protection District" in the territory described, subject to terms and conditions specified in the order, including a special tax to finance district services, be confirmed? [67 WORDS, "Eastern Region of Plumas County", "June 12, 2023", "Plumas County", "Local Agency Formation Commission", "Beckwourth Fire Protection District", "Sierra Valley Fire Protection District", "Gold Mountain Community Services District", "City of Portola", and "Beckwourth Peak Fire Protection District" count as 1 word]

b. "To build and sustain adequate community fire and rescue services for the eastern region of Plumas County, including adequate funding for staffing coverage, insurance, fuel, and essential equipment, shall a measure imposing an annual special tax for each parcel dependent on use, with a base rate of $110 for improved single family residential parcels under 1,800 square feet, and parcels with other uses will be charged at various rates based on usage, raising an estimated $405,000 annually until repealed by voters, be adopted in accordance with the terms and conditions of the Beckwourth Peak Fire Protection District Formation?" [89 WORDS, "Beckwourth Peak Fire Protection District Formation" and "Eastern Region of Plumas County" count as 1 word]

Certification of the election results by Plumas County must be submitted to the Executive Officer of Plumas LAFCo prior to recordation of the Certificate of Completion.

The Executive Officer is authorized and directed to make non-substantive changes to the ballot language and impartial analysis for the purposes of clarity and for the purpose of addressing any concerns that may be raised by the County Elections Official.

1.3. Transfer of Services

Beckwourth Fire Protection District and Sierra Valley Fire Protection District shall be dissolved, and the new fire protection district named the successor for both agencies within their boundaries.

Gold Mountain Community Services District shall be divested of the power to provide fire protection and emergency medical services, and the new fire protection district named the successor of those services within GMCSD's boundaries. GMCSD will maintain its powers to provide wildland fire response and hazardous fuels reduction and will continue to levy a special tax to support these services.

The City of Portola shall transfer the responsibility of providing fire protection and emergency medical services, and the new fire protection district named the successor of those services within the city limits.

The successor agency shall function under and carry out all authorized duties and responsibilities assigned to a Fire Protection District as outlined in the Division 12, Part 2.7, Chapter 1, Health & Safety Code, Fire Protection District Law of 1987 (commencing with Section 13800 et seq.) and other applicable laws, with the exception of ambulance services presently provided throughout the territory to be included in the proposed new fire protection district by Eastern Plumas Healthcare District.

1.4 Effective Date

The formation of the Beckwourth Peak Fire Protection District shall be effective January 1, 2024, after compliance with the terms and conditions stated in this resolution and recordation of the Certificate of Completion.

Reorganization of the applicant agencies and their fire and emergency medical services shall be effective July 1, 2024 following compliance with the terms and conditions stated in this resolution and recordation of the Certificate of Completion.

The Certificate of Completion must be filed within one calendar year from the date of approval unless a time extension is approved by the Commission.

2. **Financial Conditions**

2.1 Financial Plan

The financing plan for the Beckwourth Peak Fire Protection District, as submitted in the Application and Plan for Service, is adequate to maintain and enhance fire protection services, contingent on a special tax being approved by registered voters within the proposed district boundary.

2.2 Special Tax

Formation of the new fire protection district shall be conditioned upon approval of a new special tax by the registered voters of the new fire protection district that would include the following provisions:

a. A new revenue source will be required to support the new fire protection district's ability to build and sustain adequate community fire and rescue services for the entire service area. To this end, an annual special tax will be proposed for Assessor's Parcels located entirely or partially within the proposed fire protection district boundary, based on land use types provided by the Assessor's Office. The proposed special tax will raise funds to plan, finance, implement, manage, own, and operate a regional fire protection district to provide community

fire and emergency medical response services. The new special tax must be approved by two-thirds of the votes cast by registered voters residing within the proposed fire protection district's boundary.

b. Low Income Exemption – The new fire protection district recognizes the proposed special tax may create a burden for low-income property owners in the region. For this reason, the New Fire District shall establish procedures for implementing a Low Income Exemption, to allow landowners who fall within the U.S. Department of Housing and Urban Development (HUD) income limits for "very low" or "poverty level" to apply for a partial or complete exemption from the tax.

c. Contiguous Parcel Exemption – The new fire protection district shall establish procedures for implementing a Contiguous Parcel Exemption to allow Assessors Parcels which are categorized as Rate ID "C" under provisions of the special tax, and contiguous, undeveloped, held under identical ownership, shall upon approval of an application of the owners thereof to the District Board, be treated as a single parcel for purposes of this special tax.

d. Inflationary Adjustment - The proposed special tax will also include an inflationary adjustment to account for the ever-increasing costs of fire equipment, apparatus, diesel fuel, insurance and other items which typically increase at rates that exceed average inflation. To ensure that the proposed special tax will retain its purchasing power in future years, it is proposed to include an inflationary clause which will allow the new fire protection district Board, to adjust the tax annually, if needed, by no more than the cost of living as measured by the Consumer Price Index (CPI) for All West Urban Consumers, Non-seasonally Adjusted, for the Preceding Year (Bureau of Labor Statistics Series ID CUUR400SAO) for the preceding year. This increase will not exceed 3% each year and must be approved by resolution at a properly noticed public hearing.

The special tax shall not become effective unless approved by two-thirds (2/3) of the votes cast by registered voters within the proposed district boundary and shall become effective in the next fiscal year following approval.

If approved, the special tax set forth above shall be collected annually by the County of Plumas in the same manner and subject to the same penalties as other taxes collected by the County.

The special tax shall be used by the Beckwourth Peak Fire Protection District for fire protection and emergency medical services and tax proceeds received shall be placed in an account created for that purpose.

The Beckwourth Peak Fire Protection District shall file an annual report regarding the use of the tax proceeds as required by Government Code Section 50075.3.

2.3 Transfer of Property

After the effective date of this resolution, all real and personal property of BFD and SVFPD shall be transferred to BPFPD, including all rights, responsibilities, properties, contracts, assets and liabilities, and functions of the BFD and the SVFPD, and any funds to which it succeeds may be expended and properly disposed of as provided by Division 12, Part 2.7, Chapter 1, Health & Safety Code, Fire Protection District Law of 1987 (commencing with Section 13800 et seq.), as itemized in Asset Transfer Schedules in Exhibits D (BFD) and F (SVFPD).

Gold Mountain Community Services District shall irrevocably convey to the new fire protection district the real and personal property described in the Asset Transfer Schedule attached hereto in Exhibit E upon district formation.

The City of Portola shall irrevocably convey to the new fire protection district the real and personal property described in the Asset Transfer Schedule attached hereto in Exhibit C upon district formation.

BPFPD will accept such assets "as-is" with all leases or other liabilities attached thereto.

2.4 Transfer of Revenues, Expenses, Assets and Fund Balances

After the effective date of this reorganization, the revenues, expenses, assets and fund balances identified in the Asset Transfer Schedules for each agency will be transferred to the Beckwourth Peak Fire Protection District.

2.4 Transfer of Previously Authorized Special Taxes and Assessments and Associated Fund Balances

All previously authorized charges, fees, assessments, and/or taxes currently in effect dedicated to fire protection or emergency medical response, now levied or collected by each of the four agencies, including improvement or assessment districts thereof, shall cease to be levied and collected by each of the four agencies and the successor agency, apart from Gold Mountain Community Services District which will continue to levy a special tax to support wildland fire response and hazardous fuels reduction.

2.5 Property Tax Exchange

The amount of base property tax and tax increment transferred shall be in accordance with Plumas County Board of Supervisor's Resolution 23-8818 herein attached as Exhibit H and City of Portola's Resolution 2023-2543 herein attached as Exhibit C.

The property tax revenue apportionment currently assigned to BFD, SVFPD, and GMCSD will be transferred to the successor agency, as provided for in Government Code Section 56810. In addition, the City of Portola shall transfer $70,000, in total, of the City's existing base property tax revenue to the successor agency. The transfer formula shall be based upon the FY 2022/23 tax roll information maintained by the County Auditor to determine the effective tax allocation factor that would generate approximately $70,000, in base property tax revenue. This is a base transfer that shall continue in perpetuity without further regard for the amount of revenue generated for the successor agency. Each fiscal year thereafter, the successor agency shall receive the base amount and its share of the annual tax increment derived according to the formula described above, based on the growth in assessed value. The City of Portola shall solicit the County to address existing tax rate incongruities resulting from historical boundary changes during tax sharing negotiations. All resolved incongruities shall be reflected in the FY 2022/23 tax roll information for purposes of the reallocation calculations described above. For the areas to be included in BPFPD that are presently outside of a fire and EMS provider, the County has agreed to a property tax exchange of 10% of the increment.

2.6 Use of Assessment Roll

The regular county assessment roll will be utilized for this change of organization.

2.7 Appropriations Limit

Pursuant to Section 7902.7 and Article XIIIB of the State Constitution, the Commission hereby establishes BPFPD's provision appropriations limit as a combination of 1) transfers the existing appropriations limits of BFD and SVFPD, 2) the amount in property taxes to be transferred from the City of Portola and GMCSD, and 3) the amount raised through a special tax approved by registered voters within the District, as of the effective date of this reorganization.

2.8 Indebtedness

As specified in the Resolutions of Application, the indebtedness of each District shall remain the legal obligation of only the lands and areas which incurred such indebtedness; however, the outstanding indebtedness of each of the four agencies at the time of reorganization shall remain the obligation of the successor newly formed fire protection district.

2.9 Charges and Fees

A charges and fee structure for services rendered will be adopted by the new fire protection district board, including procedures by ordinance to administer the special tax including exemptions that balance the needs of the district for funding and the burdens on property owners and file such ordinance with LAFCo.

## 3 Operational Conditions

3.1 Service Plan

The Plan for Services provided in the Resolutions of Application submitted by the applicants shall guide the Board of Directors of the Beckwourth Peak Fire Protection District as to the manner in which services are provided in the affected territory.

The services to be provided by the successor District shall be provided in a manner consistent with the “Plan for Services” attached hereto as Exhibit “G” and incorporated herein by reference.

3.2 Staffing

All fire protection volunteers of the City of Portola, Beckwourth Fire Protection District, Gold Mountain Community Services District, and Sierra Valley Fire Protection District who meet the qualifications for volunteer fire fighters established by the new fire district shall be invited and encouraged to apply with the new fire protection district.

All full- or part-time employees of the Beckwourth Fire Protection District and the Sierra Valley Fire Protection District shall be invited and encouraged to apply with the new fire protection district.

Beckwourth Fire Protection District and the Sierra Valley Fire Protection District do not have any full-time employees. No benefit programs are offered to any employees. The board of the new fire district is urged to consider severance payments to employees of the predecessor agencies on a case-by-case basis, if the circumstances of transition to the new district warrant such action.

3.3 Board of Directors

The district shall be governed by a five (5) member board of directors, elected at-large, each of whom must be a registered voter residing within the proposed district and whose term must be four years, with the exception of the initial board. The five-member initial Board of Directors must be elected prior to recordation of the Certificate of Completion.

Once elected, the five members of the board of directors shall classify themselves by lot into two classes: one class must have three members and the other class must have two members. For the class that has three members, the terms of offices that begin after the next general district election must be four years; for the class that has two members, the initial terms of offices that begin after the general district election must be two years. Thereafter, the terms of all members is four years.

The terms of office of the elected board members are determined pursuant to the Uniform District Election Law and shall be elected at-large.

3.4 Contracts and Agreements

Contract services presently provided by Sierra Valley Fire Protection District to Hallelujah Junction Fire Protection District shall be continued by the successor new fire protection district based on the existing contract.

## 4 Spheres of Influence

4.1 Sphere of Influence

The Sphere of Influence for the Beckwourth Peak Fire Protection District is approved to be 'coterminous' with the boundaries of the newly formed district.

## 5 Commission Directions to Staff

5.1 Pursuant to Health and Safety Code Section 13823, if LAFCo approves the formation of a district, with or without amendment, wholly, partially, or conditionally, the board of supervisors shall call and give notice of the election to be held in the proposed district. The Executive Officer shall provide a copy of this resolution to the County for the Board of Supervisors to comply with this mandate and call and give notice of the election to be held with three questions 1) shall the district be formed, 2) shall a special tax be approved to fund the district, and 3) election of the first Board of Directors. Specific language for these questions is outlined Condition 1.2 of this resolution.

5.2 The Executive Officer is hereby directed to transmit a certified copy of this resolution to each affected agency, as provided for in Government Code Section 56882.

5.3 The Executive Officer is hereby directed to file a Notice of Exemption meeting the requirements of of CEQA.

5.4 Electronic copies of boundary maps and the metes & bounds description in PDF format meeting the state Board of Equalization Requirements shall be submitted to LAFCO prior to the recordation of the Certificate of Completion. All maps and boundary descriptions shall comply with the State Board of Equalization requirements. Any boundary description and (or) map, if rejected by the State Board of Equalization or amended by LAFCO, will be revised at the expense of the applicant. The applicant shall be responsible for all associated costs. The boundary description and map if amended by action of the Commission will be revised and checked at the expense of the applicant, prior to filing of the Certificate of Completion.

5.5 Any and all Plumas County, Plumas LAFCO and State of California fees or costs must be paid in full prior to filing the Certificate of Completion. LAFCO will forward invoices and (or) a list of required fees prior to filing the Certificate of Completion for direct payment to the agency by project proponent.

5.6 Approval of this reorganization is conditioned upon the applicant's obligation to defend, indemnify, and hold harmless the Plumas Local Agency Formation Commission and its agents, officers and employees from any claim, action or proceeding against the Commission or its agents, officers, and employees; including all costs, attorney's fees, expenses and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, or void the approval or determinations of this Commission concerning this change of organization. The Plumas Local Agency Formation Commission shall promptly notify the applicant of any such claim, action, or proceeding and be entitled to representation by counsel of its choosing.

5.7 The Executive Officer is directed to record a Certificate of Completion in Plumas County for this proposal after compliance with the conditions herein and certification of the election results by Plumas County have been submitted.

5.8 Completion of proceedings shall be concluded within one year after adoption of this resolution. If the proceedings are not concluded within one year after passage of this resolution, all proceedings

shall be terminated unless a request for an extension is submitted to LAFCo prior to the expiration date.

5.9 If there are disputes regarding the meaning or implementation of these terms and conditions, Plumas LAFCo is the authority which must be contacted to resolve such disputes or clarifications.

Action by the Plumas Local Agency Formation Commission on this application has been conducted pursuant to Government Code Section 57100.

The foregoing resolution was duly passed by the Plumas Local Agency Formation Commission at a regular meeting held on June 12, 2023, by the following roll call vote:

Ayes: Powers, Murphy, Goss, McGowan, Haesche

Noes: None

Abstentions: None

Absent: None

Signed and approved by me after its passage this 26th/12th day of June, 2023.

B Powers
Bill Powers, Chair, Plumas LAFCo

Attest:

Jennifer Stephenson, Executive Officer

# PLUMAS COUNTY
# CALIFORNIA Administrative Officer

**TO:** Honorable Chair and Board Supervisors

**FROM:** Debra Lucero, CAO

**MEETING DATE:** July 4, 2023

**SUBJECT: CAO Report 6/03/23 – 7/4/23**

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## BUDGET PROCESS 2023-24 STATUS

Budget meetings were held with each department head and/or finance team from June 5-9, 2023. This was a great process which we will start again in January 2024. We want to get to the point of year-round budgeting to be better prepared for unexpected expenses and to allow for strategic planning for deferred maintenance and replacement of critical infrastructure.

**Accomplished**

· Individual departments met with CAO & Audit Controller mid-June with proposed budgets to be used for compiling the Adopted Budget
· Headcount/Staffing allocations updated and reviewed included in Recommended Budget
· Improvement on use of Munis and supplemental reporting system to generate required schedules in user-friendly format for Recommended Budget
· Recommended Budget published / available for the public as of June 20
· Significant progress on FY2022/2023 annual entries, including apportioned secured taxes and PILT funds, to ensure schedules on Adopted Budget are complete with improved accuracy
· Collection and processing of all department budgets to incorporate into Adopted Budget
· Began review of departments and funds for potential flagging as inactive in system. Draft of Fund/Department schedule to include in Adopted Budget Book.

**In Progress / In Queue**

· Update department budgets for allocation changes (Cost Plan, OPEB, UAL) and Group Insurance 85/15 cost management
· Capital Improvement Plan & Fixed Assets – schedule and narrative
· Debt Service - narrative
· Update/Review Transfers in/out
· Ensure any reserve requirements are in compliance
· Adopted Budget data compilation and create import file for Munis, import into Munis, export to Access for schedule compilation & review
· Review of individual department budgets and consolidated budgets- make any adjustments identified

· Review of all schedules required by State Controllers Office for accuracy and completeness – make any adjustments identified
· Re-import Adopted Budget if any adjustments identified & re-review budgets and schedules
· Supplemental document with explanations of significant variances on revenues and expenditures
· Improvement to the organization of the Adopted Budget book

**Target Dates**
· 7/11/23 – First Preliminary Adopted Budget imported into Munis, schedules & commentary available for CLA, Audit-Controller, CAO to review
· 8/1/23 – Second Preliminary Adopted Budget imported into Munis; schedules & commentary available for CLA, Audit-Controller, CAO to review
· 8/15/23- Final Adopted Budget schedules complete & sign-off on publishing & distribution to Board
· 9/29/23 – Board meeting to approve Adopted Budget

## GRANTS MANAGER

- Processed finalized applications for ARPA community grant through the contracting and claim process (see list below)
- Fielded questions and assisted applicants on the CARES Act grant
- Working with Transit/Senior Services and Environmental Health on grants due end of July
- DFC - Community Resilience Center (CRC) and Transformative Climate Communities (TCC) grant prep for submission later this summer (both are project development grants)
    - The CRC is planned to be the Town Center for Greenville with space for the community to use on a daily basis as well as be a place for events (public or private) or sheltering.
    - The TCC grant will be the "interconnecting web" to develop next steps for infrastructure, prepare "shovel ready projects" for future funding, and ensure coordination between efforts.
    - Regular meeting to ensure we meet deadlines have now been put in place.
- Working through 85/15 split for healthcare payment process.

Grants Statistics **ARPA BUSINESS AND NON-PROFIT GRANTS - $540,000**

- 55 total awardees
    - 35 for-profit and 20 non-profit
    - District Final Allocations
        - District 1: 6
        - District 2: 11
        - District 3: 7
        - District 4: 26
        - District 5: 5
- Grants Listed by District
    - District 1
        - JT Beverage LLC
        - Secondhand Rose Thrift Store
        - Feather River Coop-Portola
        - A Bit of Beach
        - Sierra Valley Grange #466
        - Feather River Rail Society - Western Pacific Railroad Museum
    - District 2

- Young's Market
- HBAcres, HB Designs
- Niknek Lemonade
- Genesee Valley Farm Retreat & California Biochar
- Wild Plumas
- Quarter Circle OS Bookkeeping
- Heaven Sent
- Plumas Strong
- Crescent Country
- Indian Valley Riding and Roping
- Sacred Space

▪ District 3
- Tom Wallick
- Chase Family Enterprises, LLC DBA Cravings
- Lake Almanor Area Chamber of Commerce
- Pine Shack Frosty
- Sierra Hospice
- Chester Veterinary Clinic
- Almanor Fishing Association

▪ District 4
- Wolfcreek Woodstoves
- Sierra Buttes Trail Stewardship
- Plumas County Arts Commission DBA Town Hall Theatre
- Big Daddy's Guide Service
- Carey Candy Co
- Bell Lane Baked Goods
- New to You 2
- Gott Powersports
- The Toy Store
- Stonehenge Signs
- BROADFORK AND FRIENDS LTD LIABILITY CO.
- Calico Tattoo
- Midtown Coffee
- Feather River Tourism Association
- Plumas Community Radio
- Cornerstone Learning Center
- Plumas Sierra County Fair Foundation
- Adventure Monkey
- Feather Financial
- PC Search and Rescue
- Lost Sierra Food Project
- Meadow Valley Grooming
- ReThink Industries
- PDH Volunteers
- Oakland Camp
- Plumas County Museum Association

▪ District 5
- Lost Sierra Chamber of Commerce and Visitor's center

- Lost Sierra Foundation
- Wildsmile Entertainment
- White Sulfur Springs
- The Clio Inn

## CAL-OES AND FIRE RADIO UPDATE

Lori Pini, new OES Manager, and I met with CalOES and also with the Sheriff's Office regarding OES Fire Towers and radio repeaters on Thursday, June 29.

**In the first meeting - in attendance were:**
Undersheriff Chad Hermann
Mike Grant
Jeremy Beatley
Travis Goings
Lori Pini
Debra Lucero

After much discussion about the two hand-outs Mike gave us regarding the Fire Repeater/Base Station Status and a map, we came up with some Action Items.

We talked about the age of the equipment, the complicated history of Stover and the Basin fire departments, the difficulty of replacing Mike when he retires and the need to get a contract in place with Sierra Electronics in Reno.

We discussed the complications of maintenance (no preventative maintenance has occurred yet this year on the equipment, according to Mike).

We also discussed what OES would be willing to pay for and can that continue once OES is moved out of the Sheriff's Office. We thought maybe so and will research this topic.

We talked about Genesis and the emergency notifications, evacuation zones, GEMS.

We talked about Houston-Galveston purchasing power for equipment.

We talked about our partners: Forest Service, private groups, CHP, CSUC as well as our own staff (Sheriff's Office, OES, Risk Management).

We talked about how many different FCC licenses are required to keep our network up and running (45 in this microwave network, Mike said). Mike said there are companies that can keep track of things like this for us and are looking into this as an option.

**ACTION ITEMS INCLUDED:**

1. **REPLACEMENT STRATEGY** - possibly use one-time PG&E funds. Four of the nine sites have equipment that is 21 years old. The average lifespan of these products is typically 7-8 years old or 11-16 years old if you're lucky, according to Mike Grant. Towers with the 21-year-old equipment include:

   - Dyer

- Red Hill

- Claremont

- Mills Peak

2. **NEGOTIATIONS WITH BASIN FIRE DEPARTMENTS -** Penninsula, Hamilton Branch, Chester, Almanor West - due to being on a different frequency, cooperation between the county and Stover site.
3. **NEGOTIATE CONTRACT WITH SIERRA ELECTRONICS** while Mike is still working with the Sheriff's office. We'll need someone to take over his position. We currently have a not-to-exceed contract of $350,000 with Sierra Electronics but it usually runs about $50,000 because Mike is able to do a lot of the work himself at this point.
4. **INTERNAL USE GIS MAP** of stations and perhaps attributes of each station like Mike laid out in his handout.

**In the second meeting with Xavier Moreno with CalOES were:**
Lori Pini
Debra Lucero

We discussed the 21 projects resulting from the Dixie Fire. We are 95% complete with these projects but there are 3 remaining. These include:

1. **Insurance - Project 548252** - what is due from CalOES - $25,000
2. **Donated Resources - Project 671403** - just need to make sure this list is complete. This does not involve getting money but offsetting Plumas County's costshare of $150,000.
3. **Facility Services Expense - Project 553394 -** there is a $3,600 charge that is going through an ineligibility review from FEMA. We may want to just let this go so we can close out the Dixie Fire with CalOES. This $3,600 review can take months and most likely it will still be denied and delay our close-out.

## CLIFTON, LARSON & ALLEN (CLA UPDATE)

**Highlights for the last week of June:**

- Consultant 2 – completed input of departmental budget worksheets received, reviewed and requested unsubmitted budget worksheets, met with CAO and AUDITOR-CONTROLLER to review updated budget status notes prior to June 30 Board meeting for Recommended Budget, met with CAO and HR to discuss Public Health allocations/budgets and UAL calculation, calculated GSFA budget amounts and submitted for review.
- Consultant 3 – Onsite onboarding with receipt and testing of laptop, met with TREASURER-TAX COLLECTOR, CAO and AUDITOR-CONTORLLER to understand processes and needs for bringing investment reconciliations up to date, met with Treasury group to understand roles for future work planning, met with TREASURER-TAX COLLECTOR to understand compilation and reporting requirements for investments (reports last distributed were August of 2021), was provided access to the PFM investment manager website and US Bank to assist with catching up on the reconciliations from September 2021, set up communication access/process with TREASURER-TAX COLLECTOR while working remote to prevent communication breakdowns, main focus was getting a clear understanding of the information flow for the many pieces needed to put investment reports together. (Lack of recording in Treasury investment buys, sells, and paydowns are creating discrepancies within the general ledger. Paydowns and purchases have not been recorded to Treasury/the general ledger, which are preventing a 6/30/2022 close.)

## APPLICATION FOR A “FELLOW” FOR PLUMAS COUNTY

The International Economic Development Council (IEDC) and its partners are seeking to place up to 65 Economic Recovery Corps (ERC) Fellows within partnering organizations to activate economic development projects or plans that generate new practices and paradigms for equitable and inclusive change. The CAO's office has put in an official letter of interest to support tourism development in Plumas County and specifically to implement the "Community Action Plan: Recreation Economy for Rural Communities – Quincy, Plumas County California" which came out in November 2022.

Quincy was one of 25 towns across the nation selected to receive planning assistance through the second round of the Recreation Economy for Rural Communities program. Sponsored by the U.S. Environmental Protection Agency (EPA), the USDA Forest Service, the Northern Border Regional Commission (NBRC), and the Appalachian Regional Commission (ARC), the program is helping communities develop action plans to strengthen their outdoor recreation sectors and revitalize their downtowns.

The program officially launches with the opening of the application cycle for organizations interested in hosting a full-time fellow for 2.5 years (30 months). There is no cost to host a fellow, as the ERC will provide compensation directly to fellows. Host organizations had to submit their expression of interest and initiate the application process by June 30, 2023. Fellow applications will run through mid-August. Host placements will finalize in December 2023, with fellows beginning work with their communities starting in January 2024 and ending in June 2026.

"Fellows will serve as a powerful resource for organizations looking to drive sustainable economic growth, revitalize their community, and build long-term resilience," said IEDC President & CEO Nathan Ohle. "These talented, passionate Fellows will help to drive more equitable economic outcomes that will bring a brighter future and be felt for generations to come."

## ENERGY ASSESSMENT

Engie is nearing completion of its energy assessment and recommendations. We hope to have a presentation ready for the board by July 18, 2023.

## LAFCO

Finally, after two years of effort, the formation of Beckwourth Peak Fire Protection District occurred and will go on the ballot in November. Four independent fire districts have consolidated to:

- One new Fire Protection District with clear boundaries
- Efficient use of resources to better serve communities with fire, rescue and emergency medical services
- Combine existing equipment, infrastructure, and resources
- Coordinated training and response among divisions
- Mix of part time and full time staff and volunteers
- Only one Board of Directors

The proposed new Beckwourth Peak Fire Protection District will be funded via three main funding mechanisms:

- New Special Tax
- Current Property Taxes
- Donations and Grants

## COUNTY DEPARTMENTS / EMPLOYEE DEVELOPMENT

1. **Facility Services** – In addition to their already full plate, Facility Services worked a solid week before hours, after hours and on the weekend to get water back on at the Courthouse. MANY THANKS and a big shout-out to JD Moore and Dustin Vert.
2. **Fairgrounds –** John Steffanic has been busy and it's not going to let up anytime soon. High Sierra Thu, Jun 29, 2023 – Sun, Jul 2, 2023 was in full swing but down in attendance by about 30%. The Plumas County Fair is on tap for July 27-30, 2023.
3. **Clerk of the Board –** Heidi White has announced her resignation effective July 31, 2023. We wish her all the best. As a result of her resignation, we are looking to combine the Clerk of the Board with the CAO position and hire a deputy Clerk of the Board to fulfill the Clerk of the Board's duties.
4. **County Counsel –** After months and months, Plumas Resource Services (PRS) was able to receive the 13 CalOES purchased trailers – known as the Greenville Trailers. The County of Plumas kept one for its own use. No Dixie Fire survivors were evicted and PRS will be working with all parties to keep people housed.

**OTHER MEETINGS / ACTIVITIES**

1. Attended the Trindel Board of Directors meeting in Bear Valley, Alpine County, where Travis Goings was elected to the Executive Committee of the Board. Congratulations!
2. Met with Chinese Cemetery advocates and am working on issues with maintenance and memorialization of the Chinese Cemetery. Plumas Rural Services did profiles on a dozen or so people who are buried there and I will attempt to get those to include for information to the Plumas County Museum. The County has received a binder of historical information that will also go to the Museum.
3. Meeting with Alice Perez and Preston Dickinson AT&T modernization discussion
4. Met with Arcadis about amendment to contract for insurance and possibly grant writing/management
5. Continuum of Care meeting with region as well as Behavioral Health and Social Services. We need to move the management of Plumas County's Continuum of Care out of the Planning Department and into social services where it belongs.
6. CalOES meeting with Xavier Moreno (see recap elsewhere in this report)
7. Radio Tower meeting with Sheriff's Office (see recap elsewhere in this report)
8. Bullseye Leak Detection (met with various plumbers and leak detection folks throughout the week-long ordeal of a leak at the Courthouse).
9. Met with Golden State Finance Authority about broadband (see report at the end of this report).
10. Spoke with Feather River Tourism Association folks who are asking for the County to adhere to the contract worked out a couple of years ago. Specifically, timely payments and the following:
    a). Determination if all funds from the April 30th Transient Occupancy Returns have actually been deposited in the FRTA trust account.
    b). For the past year of 2022, the current year of 2023, and future years to have the actual TOT amount for the district provided when payments are made to FRTA.
    c). BOS to direct someone in the County to send a certified/registered letter to Airbnb for contract change to include the 2% assessment.
    d). For FRTA to be provided a copy of the contract change.
    e). Determination by BOS if the current TOT ordinance will be followed, requiring all overnight rentals to have individual TOT certificates.
    f). Reporting to FRTA to include lodging providers paying and not paying the assessment.

**TRANSIENT OCCUPANCY TAX REPORT**

Granicus reports the following Generated on July 2, 2023:

# Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on July 2, 2023.

**418**
**Properties in or near Plumas County, CA**

**374**
**Properties in or near Plumas County, CA with address identified**

**133**
**Compliant Short Term Rentals**

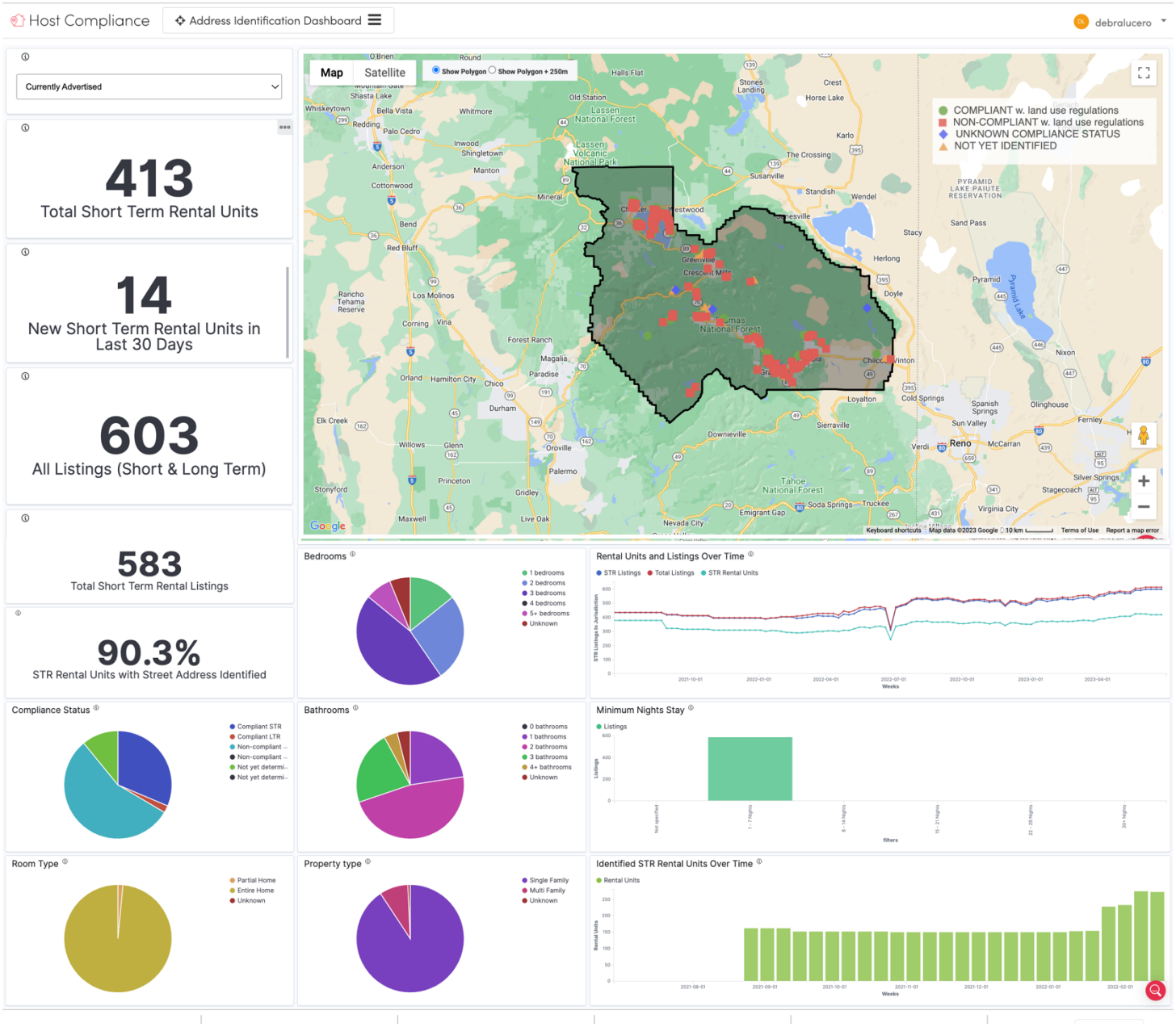
**235**
**Non-compliant properties**

**50**
**Properties with unknown compliance**

**117**
**Properties that have received letters since first mailing**

**25**
**Properties that have received letters and are now compliant**

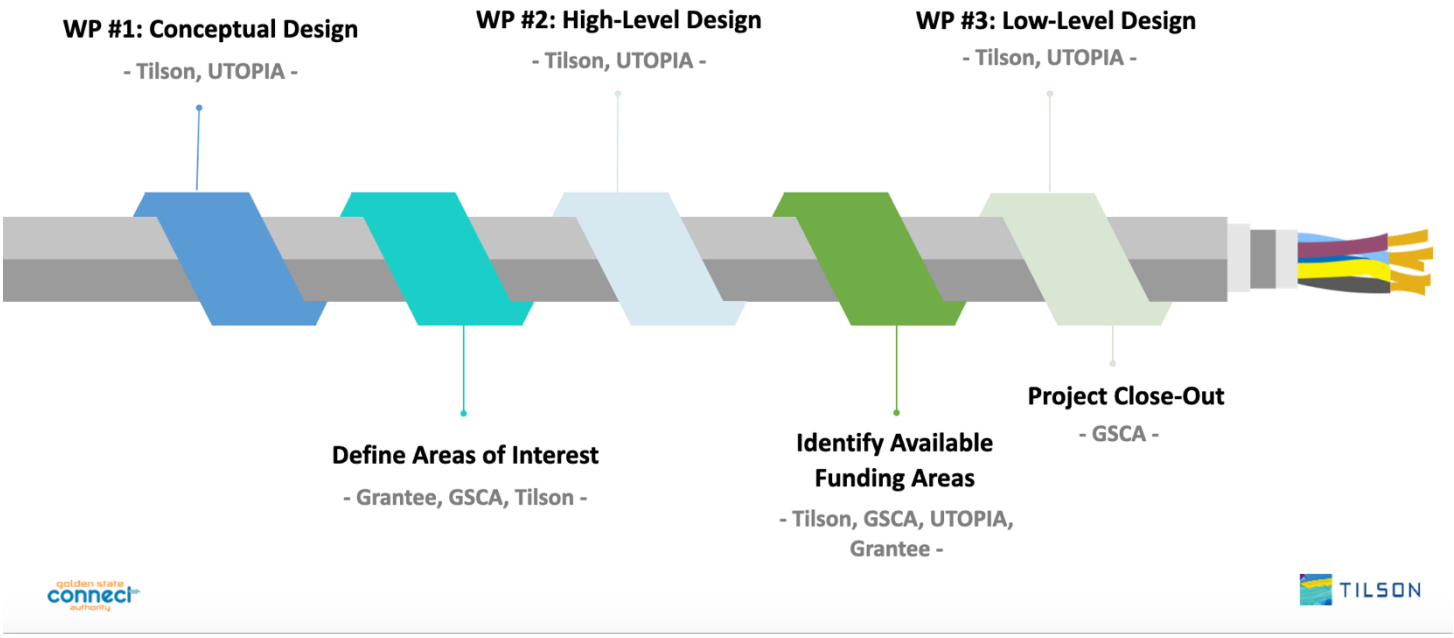
**92**
**Properties that have received letters but are still non-compliant**




## BROADBAND

RCRC's Golden State Finance Authority Strategic Broadband effort continues for Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Tehama. We received the following report for Plumas County after meeting with Tilson and answering several questions. The price tag to service EVERY Plumas County residence is astronomical as you will see. We are being asked to identify the most underserved regions in Plumas County for the next go-round of plans.

# LATA Work Products



# Conceptual Design Overview

- Focus is solely on unincorporated areas of Counties
  - If City Grantee, then exclusively on the incorporated portions of the City
- Does not focus on CPUC Eligibility status. The objective is to produce a preliminary design that represents 100% wireline coverage of the occupiable structures within the political subdivision
  - Intent is to provide a fiber network design and build cost metrics for the entire political subdivision that will advise Grantee's selection and prioritization of areas of interest that will drive the High Level Design (HLD) criteria
- Conceptual design build cost projections are ±20% assuming the entire area would be constructed
  - Materials costs are volatile
  - Labor rates are based on industry averages, not actual bids from contractors
- Design is reflective of total area coverage and not optimized for individual project areas. This will be accomplished during HLD

golden state connect authority

TILSON

# Build Cost Projection

| TILSON | Project Scope |
|---|---|
| Project Name: | Plumas County, CA Conceptual Design |
| Project State: | California |
| Date Prepared: | 6/28/2023 |
| Estimated Build Duration | 18 Months |
| Total Plant Miles: | 1,281 |
| Total Passings: | 17,312 |
| Projected Take Rate: | 80% |
| Projected Total Sub | 13,850 |

golden state connect authority

TILSON

# Build Cost Metrics

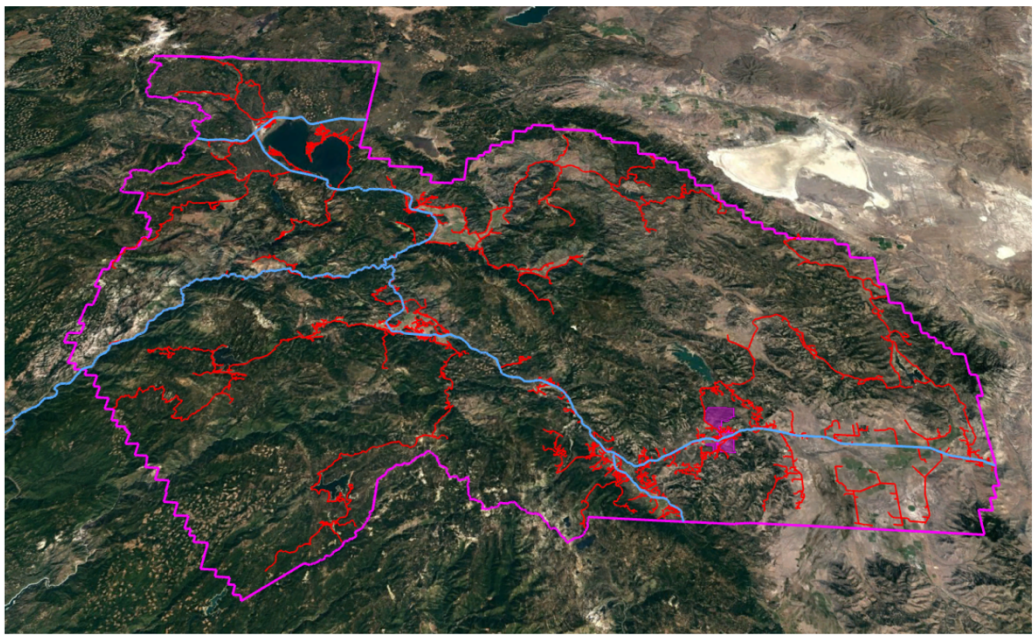
TILSON Plumas County, CA Conceptual Design

| Infrastructure Capital | Total Underground Cost ($) | Underground Cost/Mile | Underground Cost/Passing | Total Cost ($) |
|---|---|---|---|---|
| Outside Plant | $274,663,723 | $214,446 | $15,866 | $274,663,723 |
| | | | | |
| Hub, Transport and Access Hardware | | | | $3,049,188 |
| | | | | |
| Hut and Cabinet | | | | $900,900 |
| | | | | |
| Vehicles, Tools, & Other | | | | $0 |
| | | | | |
| **Infrastructure Total** | **$274,663,723** | **$214,446** | **$15,866** | **$278,613,811** |
| | | | | |
| **Total Project Cost** (including installation at stated take rate) | | | | **$295,648,878** |
| **Average Outside Plant Cost Per Mile** | | | | $217,530 |
| **Average Outside Plant Cost Per Service Address** | | | | $16,094 |
| **Average Premise Installation Cost** | | | | $1,230 |
| **Projected Cost Per Subscriber** (Including Installation) | | | | $21,347 |

golden state connect authority

TILSON

# Route Pathways




golden state connect authority

TILSON

# Work Product #1: Conceptual Design Package

1. **Network Design Maps**
2. **Address Export**
3. **Bill of Materials (BOM)**
4. **Build Cost Projection**
5. **Summary Presentation**

# Next Steps

1. LATA Grantee to break down the Conceptual Design areas into prioritized areas of interest for High Level Design (HLD) consideration with support from GSCA and Tilson.
2. Tilson to develop HLD based on areas of interest and as prioritized by the LATA Grantee
    1. The intent is to break down the areas of interest for designs and cost projections to assist in obtaining future grants and/or revenue bonds for the areas not initially selected for Low Level Design (LLD) under the LATA funds
        - Only a subset of the HLD will result in LLD activity under the LATA funding

**CLERK OF THE BOARD OF SUPERVISORS**
**Heidi White**

June 30, 2023

Chair Dwight Ceresola
Plumas county Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Dear Honorable Board of Supervisors,

I regret to inform you that I will be leaving my role as the Plumas County Clerk of the Board, effective July 31, 2023.

I appreciate the opportunities and experiences that I have gained while working for Plumas County, and I am grateful for the support and mentorship provided by many County employees and the Board of Supervisors.

It has been an honor and a privilege to serve the County and the Board of Supervisors for the last three years.

Sincerely,

Heidi H. White
Plumas County
Clerk of the Board

# BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
THOMAS McGOWAN, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5

July 11, 2023

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

To the Commission:

This letter serves as notification that on July 11, 2023, the Plumas County Board of Supervisors voted to support the application of United Way of Northern California (UWNC) - in partnership with Plumas Rural Services (PRS) -for assignment of the 2-1-1 dialing code in Plumas County.

The 2-1-1 service will bring much needed information and referrals to county residents in the areas of utility assistance, affordable housing, support for mental health and addiction, food and clothing needs and other important social services. Crucially, 2-1-1 will be an easy-to-access number for area disaster information in events such as wildfires, floods, and other public emergencies.

Plumas Rural Services and United Way of Northern California are positioned to provide 24-7-365 service via phone, text, and web upon authorization of the 211-dialing code. These agencies are strong and credible players in the social services arena in Plumas County. United Way has successfully operated 2-1-1 in Shasta and Tehama and Siskiyou counties; those programs are growing and have established strong partnerships with the respective county governments and with non-profits. We are confident of similar results in Plumas County, as United Way of Northern California and Plumas Rural Services have presented a sustainable model that will garner wide support in the community and among local government and non-profit agencies.

Thank you for your consideration. We look forward to your support and approval of a program that will serve county residents, government agencies and non-profits alike.

This letter was approved by the Plumas County Board of Supervisors on July 11, 2023, by the following vote:

Dwight Ceresola, Chair District 1
Plumas County
Board of Supervisors

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

| | |
|---|---|
| **TO:** | **Honorable Chair and Board of Supervisors** |
| **FROM:** | **Dwight Ceresola, Supervisor - District 1** |
| **MEETING DATE:** | **July 11, 2023** |
| **SUBJECT:** | **Appoint James Willson, and re-appoint Dwight Ceresola, Rachelle Hine, Kendra Fredricksen and Neal Caiazzo to the First 5 Plumas County Children and Families Commission; for the 2023 - 2025 two year term as recommended; discussion and possible action.** |

**Recommendation:**

Appoint James Willson to a two-year membership term (2023-2025) on the First 5 Plumas County Children and Families Commission.
Re-appointment of Dwight Ceresola, Rachelle Hines, Kendra Fredricksen, and Neal Caiazzo, to a two-year membership term (2023-2025) on the Commission.

**Background and Discussion:**

As the Board may recall, Proposition 10, the Children and Families First Act, was approved by California voters in 1998 to promote and improve the early development of children from prenatal to five years of age. In accordance with Plumas County Ordinance No. 98-908, all memberships on the First 5 Plumas County Children and Families Commission must be appointed by the Board of Supervisors. There is no direct financial impact, but Commissioners do approve the First 5 Plumas budget, contracts, and Commission Membership.

**Action:**

At this time, the Board of Supervisors is asked to accept the recommendation of the First 5 Plumas and appoint James Wilson, Dwight Ceresola, Rachelle Hines, Kendra Fredricksen, and Neal Caiazzo for membership on the Commission. The Commission's current Membership Matrix is attached for review.

**Fiscal Impact**:

N/A

**Attachments:**

1. First 5 Memo
2. Commission Membership Matrix

FIRST 5
PLUMAS
Plumas County Children and Families Commission

**DATE:** June 20, 2023

**TO:** The Honorable Board of Supervisors

**FROM:** Pamela Becwar, First 5 Plumas, Executive Director

**RE:** **Board of Supervisors Consent Agenda Item:**
**Appointment of members to a two-year term on the First 5 Plumas County Children & Families Commission**

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**RECOMMENDTION:**

Appoint James Wilson to a two-year membership term (2023 - 2025) on the Commission.

Re-appointment of Dwight Ceresola, Rachelle Hines, Kendrah Fredricksen, and Neal Caiazzo to a two-year membership term (2023 – 2025) on the Commission.

**HISTORY/DISCUSSION:**
As the Board may recall, Proposition 10, the Children and Families First Act, was approved by California voters in 1998 to promote and improve the early development of children from prenatal to five years of age. In accordance with Plumas County Ordinance No. 98 908, all memberships on the First 5 Plumas County Children and Families Commission must be appointed by the Board of Supervisors. There is no direct financial impact but Commissioners do approve First 5 Plumas budget, contracts, and Commission membership.

At this time the Board of Supervisors is asked to accept the recommendation of First 5 Plumas and appoint James Wilson, Dwight Ceresola, Rachelle Hines, Kendrah Fredricksen, and Neal Caiazzo for membership on the Commission. The Commission's current Membership Matrix is attached for review.

Please contact me if you have any questions.

Thank you.

270 Hospital Road, Suite 206 Quincy, CA 95971 Telephone: 503 924-9140
Email: first5plumas@gmail.com

# First 5 Plumas County Children and Families Commission

## Membership Matrix (Revised 6/22/2023)

| Name | Member Designation | Geographic Area | Representation | Diverse Populations | Term Expires | Office Title | Office Expires |
|---|---|---|---|---|---|---|---|
| James Wilson | At-Large | County-wide | | | 6-2025 | | |
| [1] Dwight Ceresola | County BOS Representative | County-wide | LG: Local Government | | 3-2025 | | |
| Kendrah Fredricksen | At-Large | Quincy | | | 5-2025 | **Vice Chair** | **5-2025** |
| **VACANT** | | | | | | | |
| [1]Dr. Dana Loomis (appointing Assistant Director) | County Health Dept. Director | County-wide | H: Healthy Children | Low income Children & Families | Retiring 6-2023 | | |
| Rachelle Hines | At-Large | Quincy | Parents | Children with Sp. Needs and Disabilities | 5-2025 | **Chair** | **5-2025** |
| **VACANT** | | | | | | | |
| Brenda Poteete | At-Large ECE | County-wide | Early Childhood Education | Low income children and families | 5-2024 | **Treasurer** | **5-2025** |
| [1] Neal Caiazzo | Social Services County Director | County-wide | SF:Strong Families | Child and Families at-risk | 5-2025 | | |

**[1]Members mandated by Proposition 10 Legislation**

**H: Healthy Children**
**ECE: Early Childhood Education**
**LG: Local Government**
**SF: Strong Families**

**Note: Commissioners serve two-year terms and may be appointed to unlimited subsequent terms**