



**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 18, 2023 TO BE HELD AT 10:00 AM**

**520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

**9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

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

**AGENDA**

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

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

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

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

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



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

## **Live Stream of Meeting**

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

## **ZOOM Participation**

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

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

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

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

[Public@countyofplumas.com](mailto:Public@countyofplumas.com)

## **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.

#### **C. SOCIAL SERVICES** - Presentation of Social Services Trends Report [View Item](#)

#### **D. PLUMAS COUNTY PUBLIC HEALTH AGENCY** - Presentation to the Board of Supervisors on our 2023-2024 Community Health Improvement Plan. [View Item](#)

#### **E. PLUMAS COUNTY FIRE SAFE COUNCIL** - Matthew West

Hazardous Fuels Reduction Projects happening on public (Forest Service) land. [View Item](#)

## **2. CONSENT AGENDA**

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

### **A. BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Asana Integrated Medical Group for telehealth psychiatric services for FY 23/24; not to exceed \$484,000.00 (no impact on the General Fund); approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign an Agreement between Behavioral Health and Empire Rehabilitation Center to provide mental health wellness and recovery services for FY 2023/24; not to exceed \$50,000.00, does not impact the General Fund; approved as to form by County Counsel. [View Item](#)

### **B. FACILITY SERVICES & AIRPORTS**

- 1) Approve and authorize the Director of Facility Services & Airports to waive the Chester Park rental fee for the weekly Farmers Market, hosted by the Lake Almanor Area Chamber of Commerce. [View Item](#)

### **C. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Michael Stasz, D.O., P.A. to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$22,500.00, 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 an Agreement between Plumas County Public Health and Sierra County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; not to exceed \$3,000.00, no impact to the General Fund; approved as to form by County Counsel. [View Item](#)

### **D. COUNTY COUNSEL**

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Robert D. McIlroy to provide legal representation to conservatees and proposed conservatees in Probate and L.P.S. proceedings; effective July 1, 2023 and continue for three (3) months, ending September 30, 2023. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign a modification of the Agreement between Plumas County Counsel and Thomas Reuters for Westlaw Legal Research, effective July 1, 2023; reducing the amount of subscriptions from three (3) to one (1). [View Item](#)

### **E. 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 Quincy Maintenance District; vacancy due to resignation. [View Item](#)

## **3. DEPARTMENTAL MATTERS**

### **A. BEHAVIORAL HEALTH -**

- 1) Approve and authorize no contract payment of \$2,580.00 to SIYAN Clinical Corporation; discussion and possible action. **Roll call vote** [View Item](#)

**B. ENVIRONMENTAL HEALTH DEPARTMENT** - Rob Robinette

- 1) Adopt a **RESOLUTION** authorizing the Interim Director of Environmental Health to apply for and receive grant funds from the California Governor's Office of Emergency Services - Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of \$25,000.00; approved as to form by County Counsel; discussion and possible action. **Roll call vote** [View Item](#)

**C. FACILITY SERVICES & AIRPORTS** -

- 1) Approve and authorize the Chair to sign grant transfer deed to allow Plumas Sierra Telecommunications to set up and maintain telecom equipment located at 1400 E. Main St. in Quincy, California; discussion and possible action. [View Item](#)

**D. INFORMATION TECHNOLOGY** - Greg Ellingson

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2022; not to exceed \$128,000.00; approved as to form by County Counsel; discussion and possible action. [View Item](#)

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

**A. ENGIE FEASIBILITY STUDY PRESENTATION** [View Item](#)

B. Approve and authorize the Chair to sign an Amendment to the Agreement between Plumas County Administrator and Clifton, Larson & Allen to amend the scope of professional services and fees on the engagement Statement of Work dated March 3, 2023; This amendment will add an additional \$300,000 to the project budget. The total amount paid under this contract shall not exceed Four Hundred and Twenty-eight Thousand and no/100 dollars (\$428,000.00); approved as to form by County Counsel; discussion and possible action. [View Item](#)

**5. BOARD OF SUPERVISORS**

A. 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 August 1, 2023; discussion and possible action. [View Item](#)

B. Determine allocation of funding for re-authorized 2023 Title I/ II/ III (Secure Rural Schools and Community Self Determination Act); direct the Clerk of the Board to prepare the Election Form as allocated and authorize the Chair to sign the allocation letter to the USDA Forest Service; discussion, direction, and possible action. [View Item](#)

**C. APPOINTMENTS**

- 1) Appoint Joe Tiradeau to the Eastern Plumas Rural Fire Protection District Board, to form a quorum; discussion and possible action. [View Item](#)
- 2) Appoint Dana Krinsky as Interim Director of Public Health; 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. 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: Chester Complex, 251 E. Willow, APN 100062002000
- D. 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.
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Claim against the County filed by Michael Hook, received July 11, 2023.

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

## **7. ADJOURNMENT**

Adjourn meeting to Tuesday, August 1, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Neal Caiazzo, Director of Social Services  
**MEETING DATE:** July 18, 2023  
**SUBJECT:** SOCIAL SERVICES - Presentation of Social Services Trends Report

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**Recommendation:**

Receive and file the Social Services Trends report.

**Background and Discussion:**

Social Services Trends is a semi-annual report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through June 30, 2023.

**Action:**

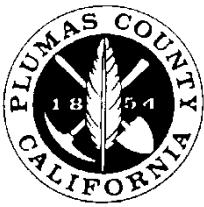
Receive and file the Social Services Trends report.

**Fiscal Impact:**

There is no fiscal impact with the Trends report.

**Attachments:**

1. Trends BOS Letter 23
2. SOCIAL SERVICES TRENDS June 2023



## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

**NEAL CAIAZZO**  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

DATE: JUNE 30, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS FOR JULY 18, 2023

RE: SOCIAL SERVICES TRENDS REPORT

### **It is Recommended that the Board of Supervisors**

Receive and file the Social Services Trends report.

### **Background and Discussion**

Social Services Trends is a semi-annual report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through June 30, 2023.

Copies: PCDSS Management Staff  
Members of the Board of Supervisors

Enclosure

## **SOCIAL SERVICES TRENDS**

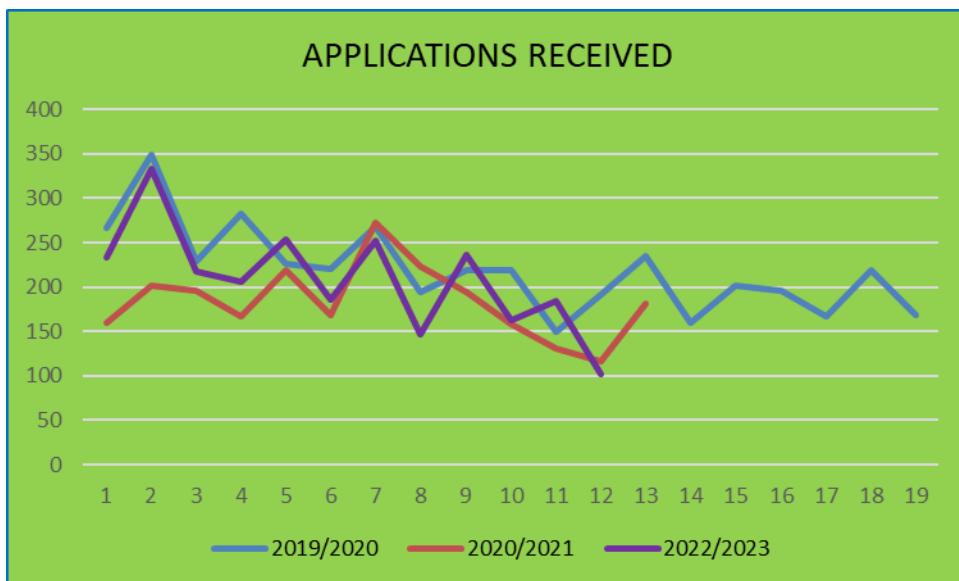
**Semi-Annual Ending: June 30, 2023**

**Social Services Trends** is a semi-annual report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the first half of the year that ended June 30, 2023. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

### **I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION**

#### **A. APPLICATIONS RECEIVED**

The overall trend for applications has declined during the first six months of 2023. The average number of applications for the second half of 2022 was 238 per month. During the first six months of 2023 the average was 180 per month. It's possible that a return to work after the Covid pandemic may have impacted the number of applications received. During the first half of 2023 CalFresh received the most applications of all programs available.



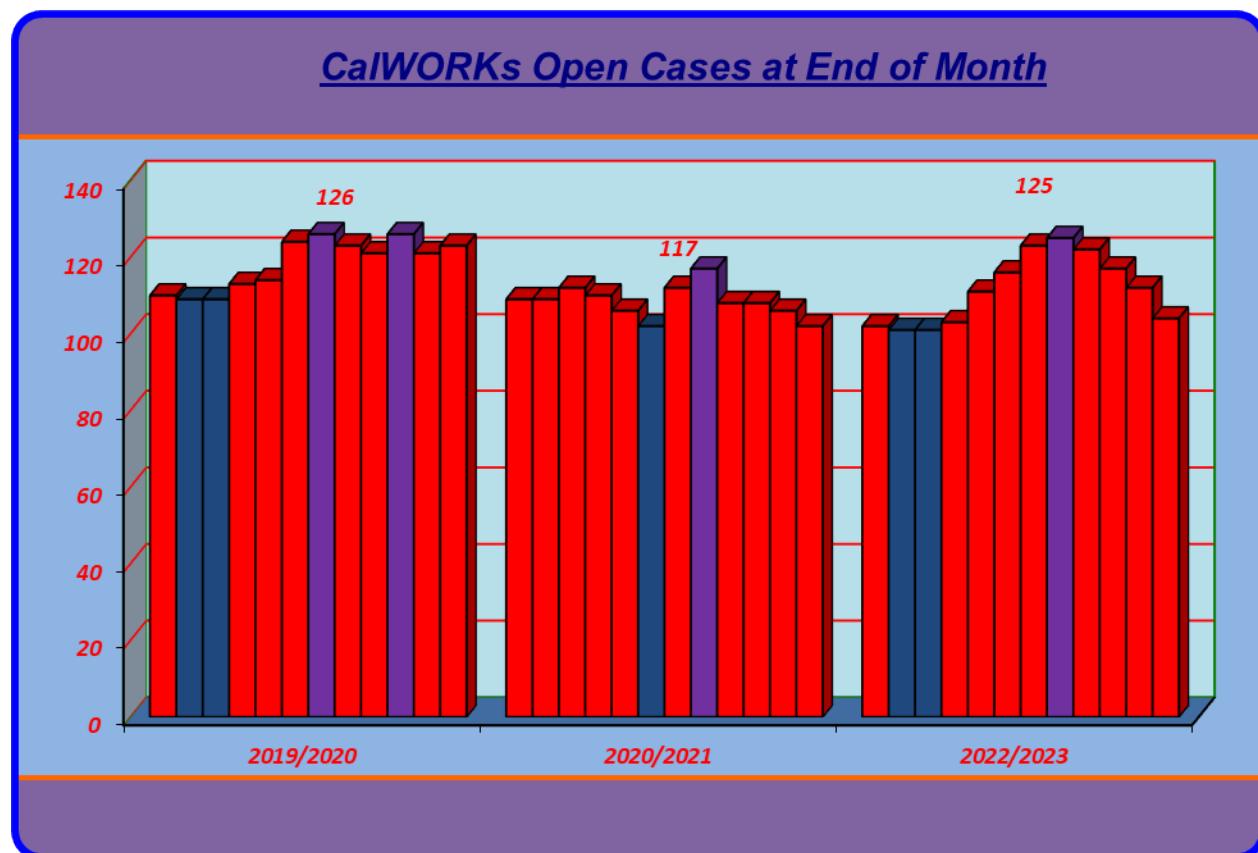
## **B. CONTINUING CASES**

### **(1). Cash Assistance (AFDC/CalWORKs)**

The average number of open CalWORKs cases per month during the first six months of 2023 was 117. The case count has continued to remain relatively steady over time. The average caseload for CalWORKs cases in the system at the end of December 2022 was 116. It is not clear if the continued stability of the case count is due to an increase in employment or from people leaving the county. The Department continues to assist many non-needy relative cases where a close relative is providing care for an eligible child.

#### **Average Monthly Caseload**

<b>2019/2020</b>	<b>118</b>
<b>2020/2021</b>	<b>129</b>
<b>2022/2023</b>	<b>111</b>



## **(2). CalFresh (Supplemental Nutrition Assistance Program) Assistance**

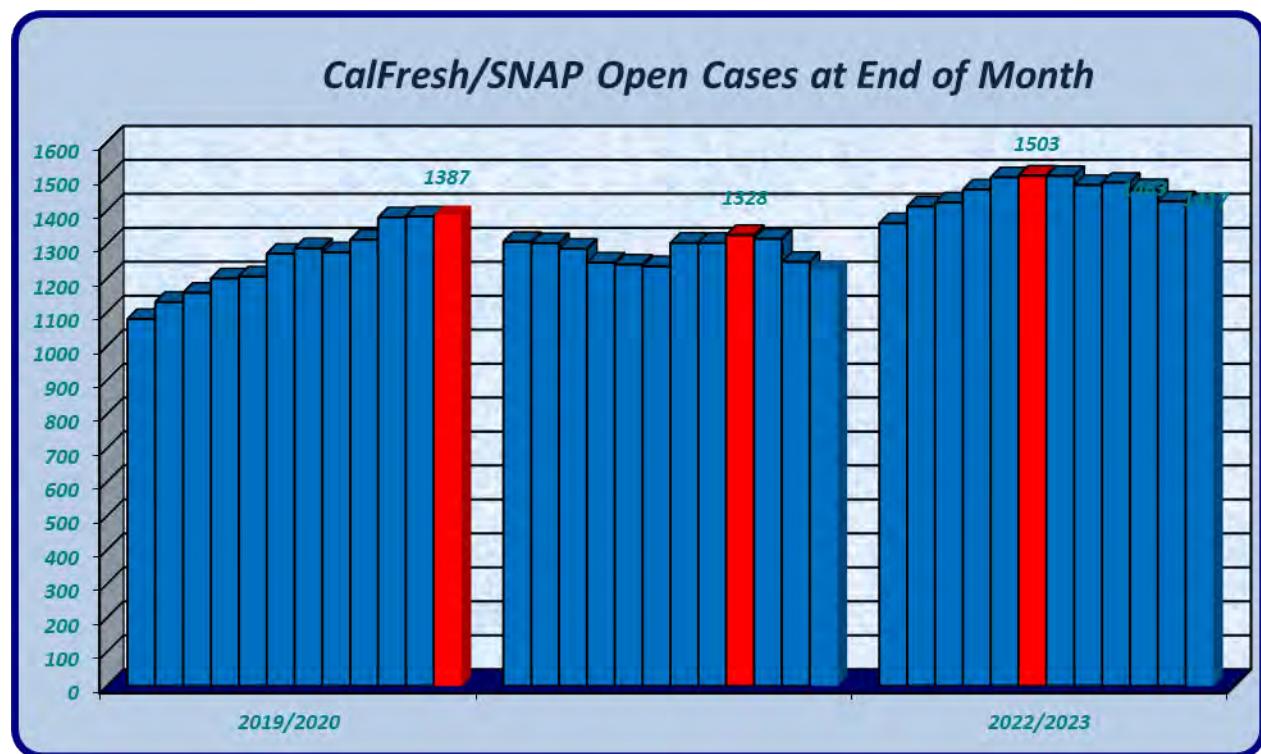
### **A. Case Count**

The Department has seen a slight increase in applications for the CalFresh program. The average monthly caseload for the six-month period ending in December 2022 was 1443. For the first six-month period of 2023, the average caseload was 1461. For working people who are eligible, CalFresh supplements their purchasing power.

The demographic of those who are over 55 continue to have the highest growth in CalFresh applications.

#### **Average Monthly Caseload**

<b>2019/2020</b>	<b>1254</b>
<b>2020/2021</b>	<b>1278</b>
<b>2022/2023</b>	<b>1452</b>



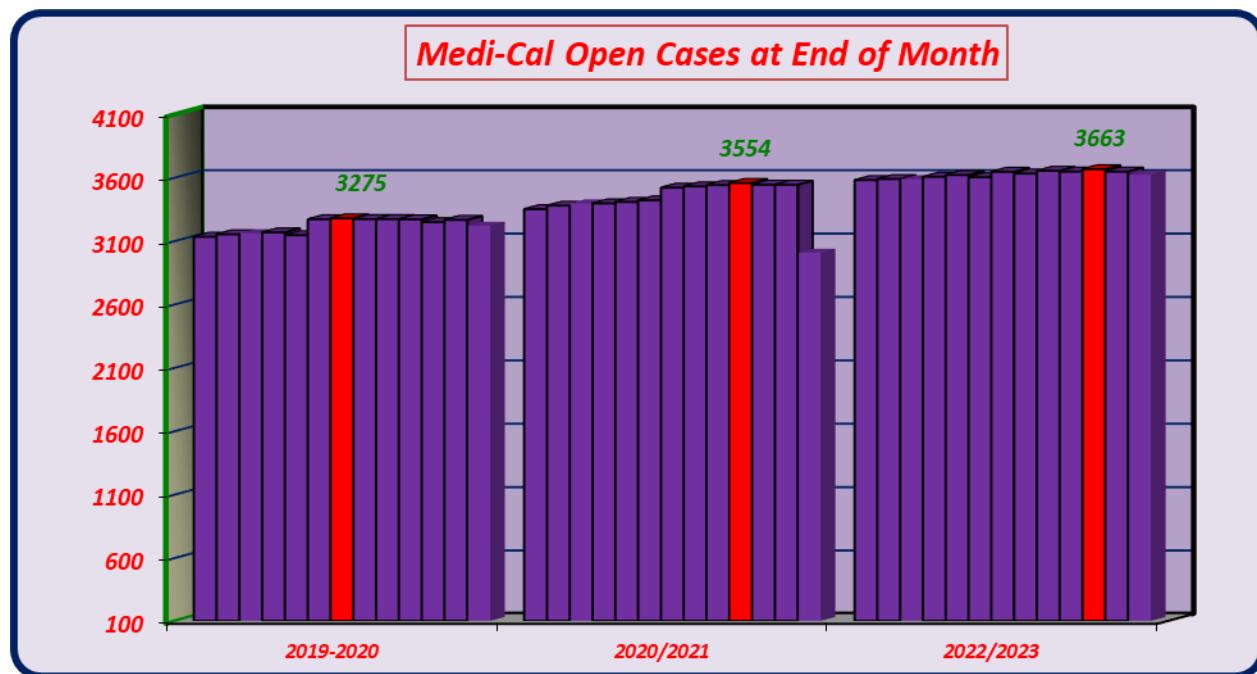
### **(3). Medi-Cal**

The Medi-Cal case count continues to experience steady growth. The average number of active cases has increased by approximately 51 cases per month during the first six months of 2023 and there are 617 more cases since 2021/2022.

Those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into about \$1,525 per month. For a single working person that amounts to \$18,755 annually. For a family of three, annual income at 138% of poverty is \$31,782 or less.

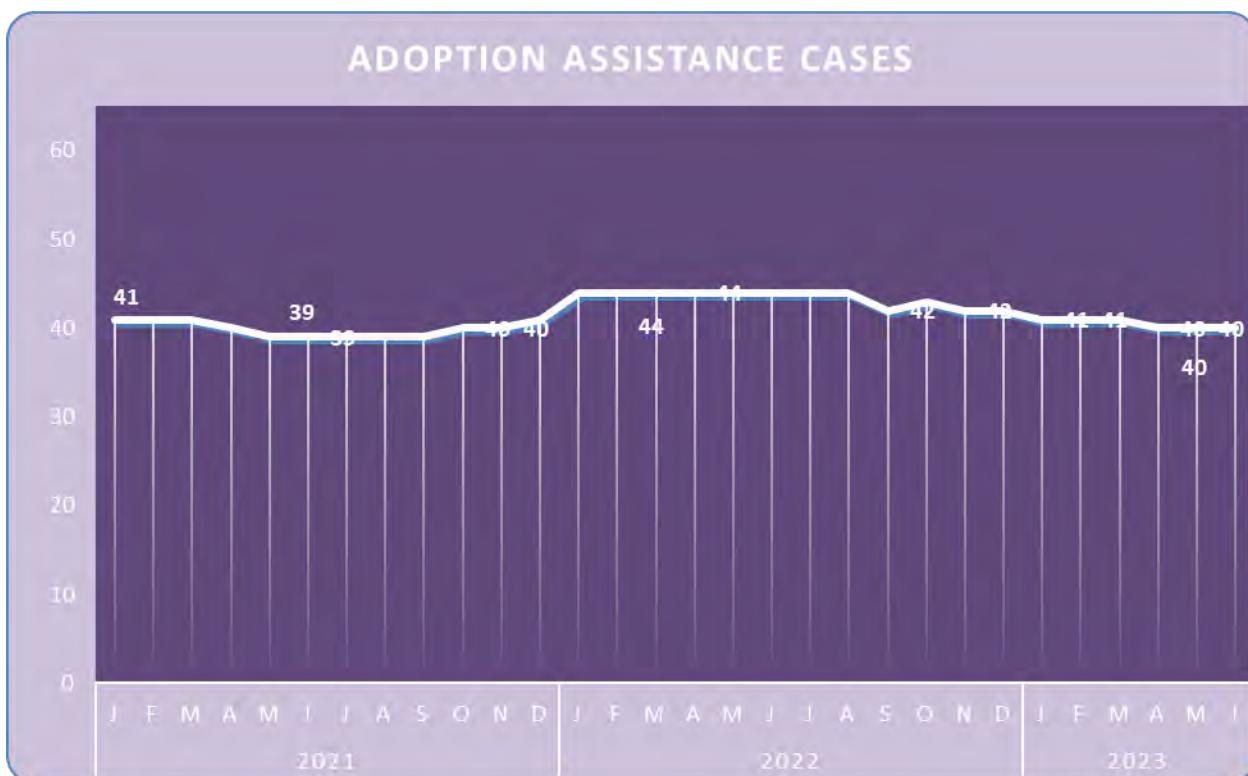
#### **Average Monthly Caseload**

<b>2019/2020</b>	<b>3217</b>
<b>2020/2021</b>	<b>3003</b>
<b>2022/2023</b>	<b>3620</b>



#### **(4). Aid to Adoptions**

In 2012 the Department of Social Services began operating the Adoptions program. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program is currently at 40 children receiving assistance. There have been as many as 70 children receiving assistance in the past. Most of this decline is the result of children who have aged out of the system.

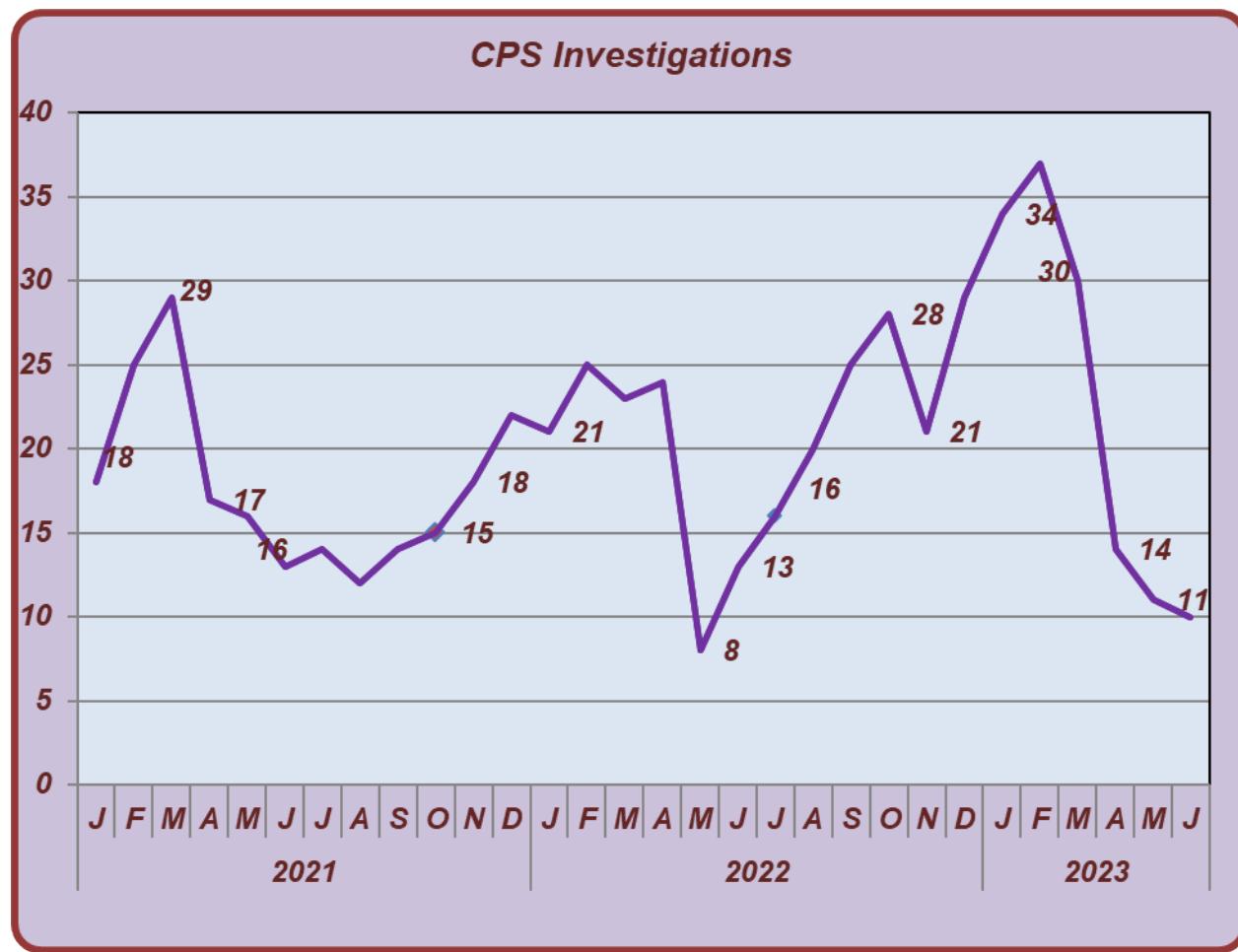


## **II. SOCIAL SERVICES DIVISION**

### **A. Child Welfare Services**

The Emergency Response component of Child Protective Services averaged about 23 child abuse investigations per month during the first six months of 2023. Which is the same average, 23 per month for the last six months of 2022. We have experienced an increase in referrals since schools opened up to in person learning after the Covid-19 pandemic.

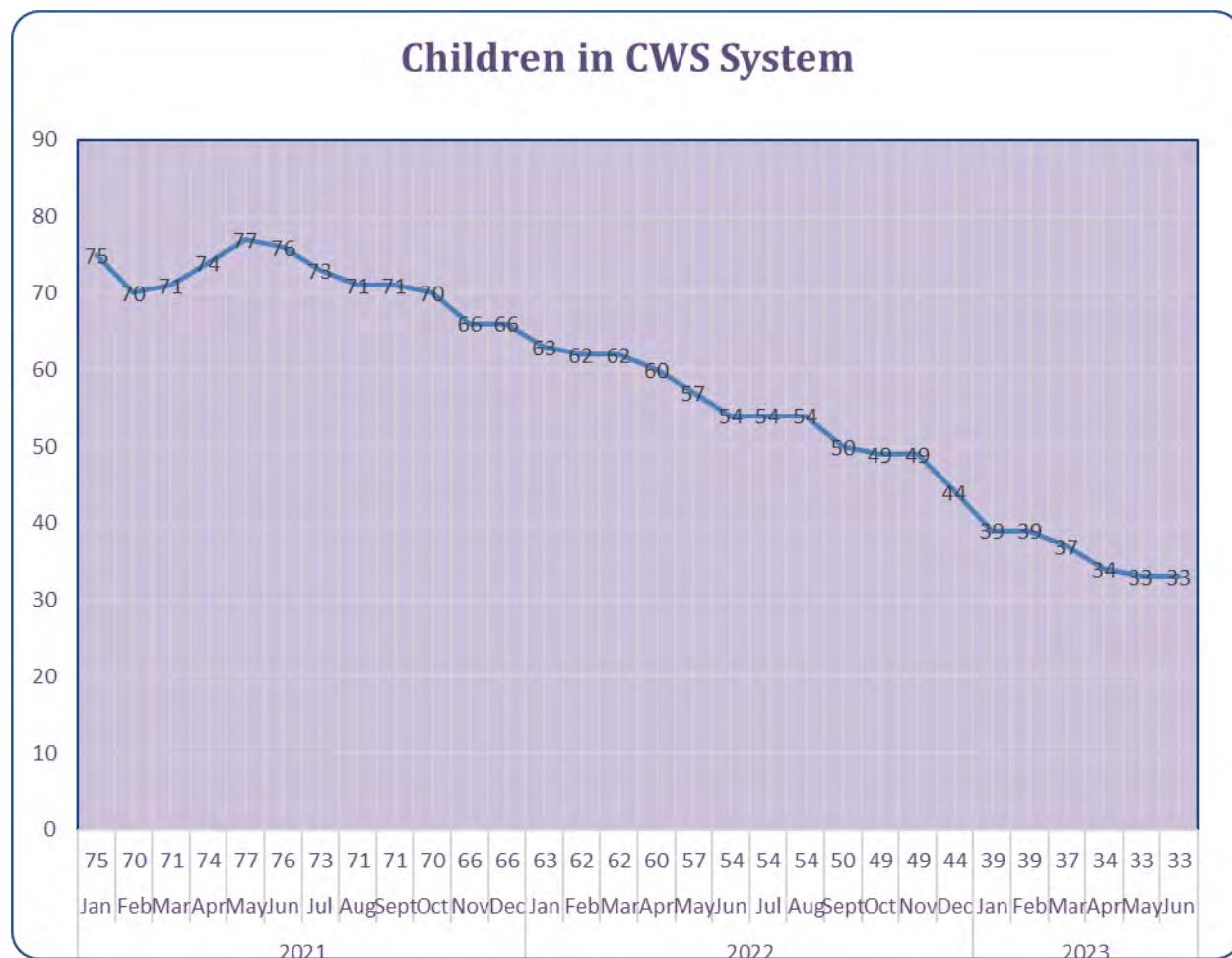
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse and the resultant failure to fulfill a parenting role is the foremost reason that children are removed from unsafe environments.



## **B. Children in the Child Welfare Services System**

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System (CWS) longer so that they can complete their education or secure independent housing. Currently the Department has 8 children who are completing an educational plan or living independently. In addition to decreasing the amount of children who are detained, the Department has been focusing on increasing the amount of cases that engage families voluntarily. We currently have 33 children in CWS.

The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for foster homes for children who come into our system. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.

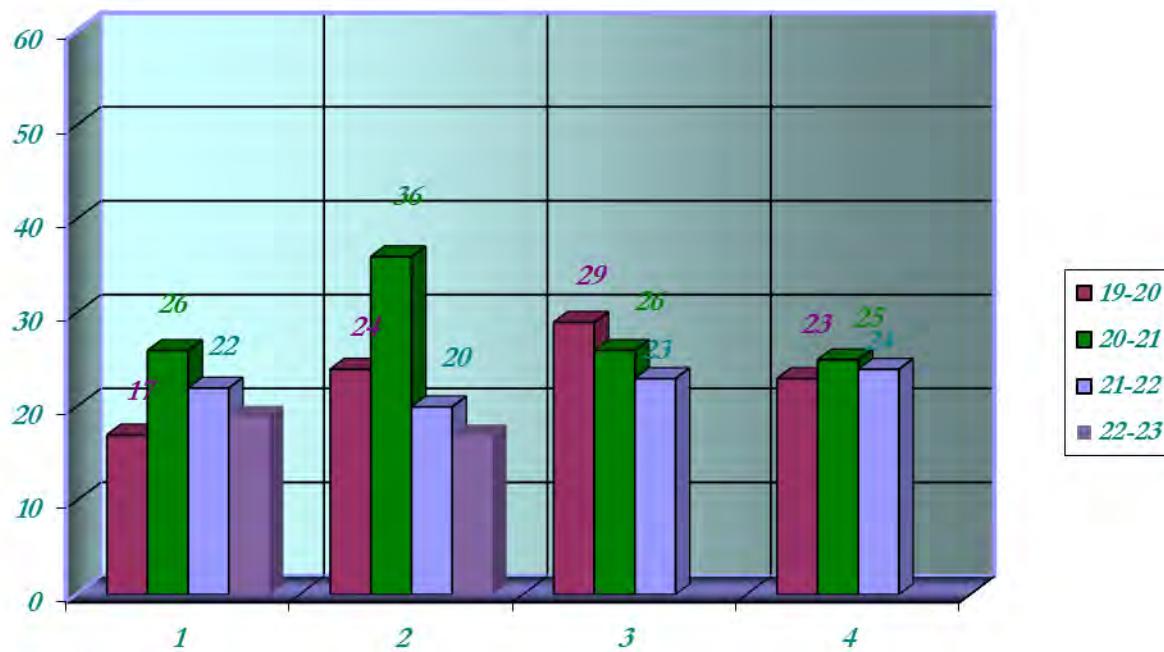


## **C. Adult Protective Services**

Generally, the Department receives about 6 referrals per month for situations involving abuse or neglect of elderly and disabled people. During the six-month period that concluded June 30, 2023, the Department received 36 requests for investigation. APS referrals have continued to be above the average. The Department believes the reason that referrals are continue is due to the higher elderly population in Plumas County and good public awareness of potential threats to the safety and well-being of elderly and/or disabled persons.

The Department continues to receive referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's financial resources. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the individual being referred may still have a right to self-determination if a cognitive disability isn't the cause for their self-neglect.

***APS Emergency Response Referrals by Quarter***

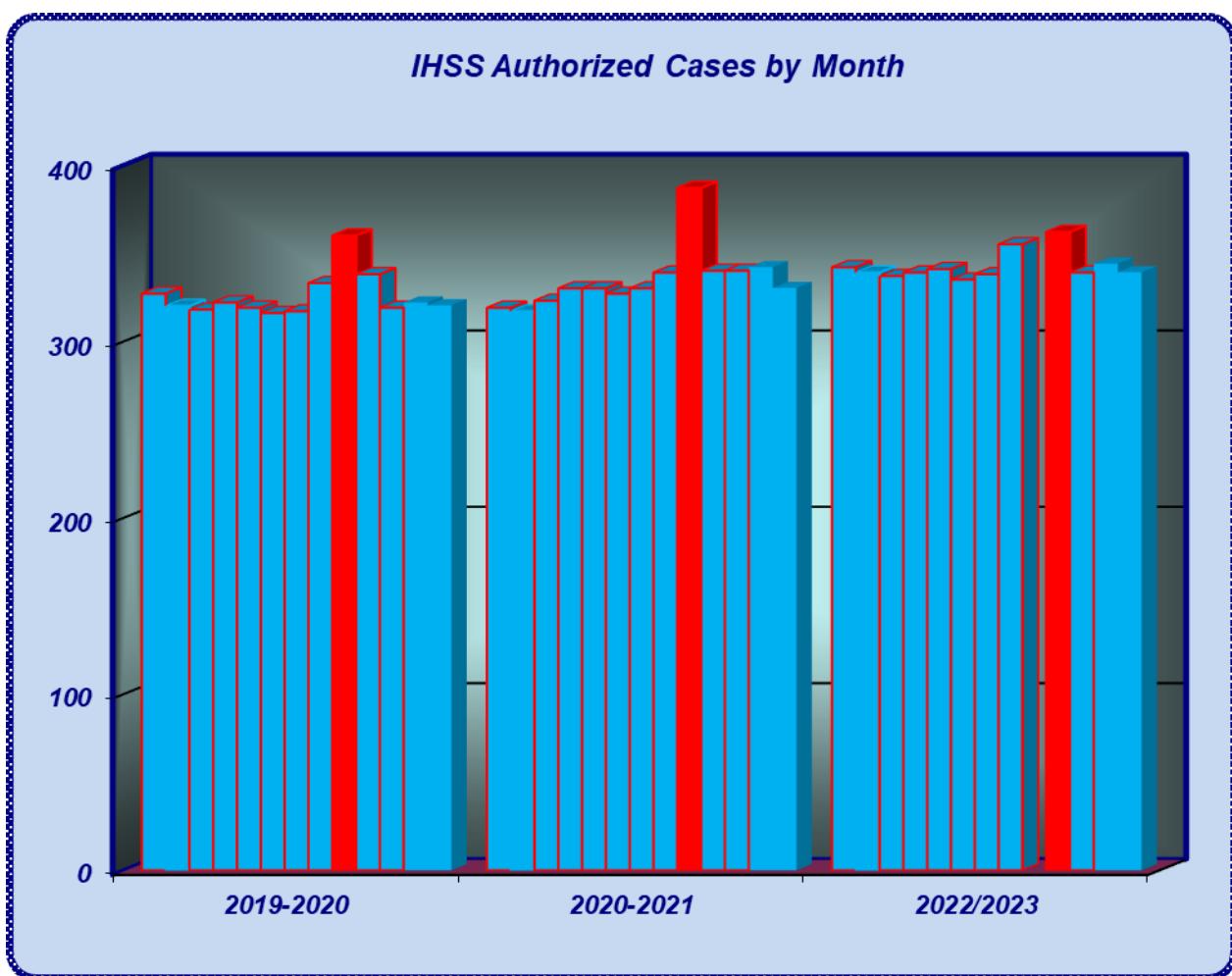


#### **D. In-Home Supportive Services (IHSS)**

The In-Home Supportive Services caseload has increased during the first six months of 2021 with the average case count increasing from 375 to 384 per month.

## Average Monthly Case Count

<b>2019/2020</b>	<b>356</b>
<b>2020/2021</b>	<b>379</b>
<b>2022/2023</b>	<b>359</b>



### **III. Public Guardian/Conservator**

The Public Guardian is currently servicing 8 L.P.S. Conservatorship cases, 5 Probate Conservatorship cases and serves as the Representative Payee for 13 additional recipients. Public Guardian is also managing the estates of 6 deceased conservatees.



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Audrey Rice, Administrator Assistant II  
**MEETING DATE:** July 18, 2023  
**SUBJECT:** Presentation by the Plumas County Public Health Agency to the Board of Supervisors on our 2023-2024 Community Health Improvement Plan

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**Recommendation:**

none

**Background and Discussion:**

none

**Action:**

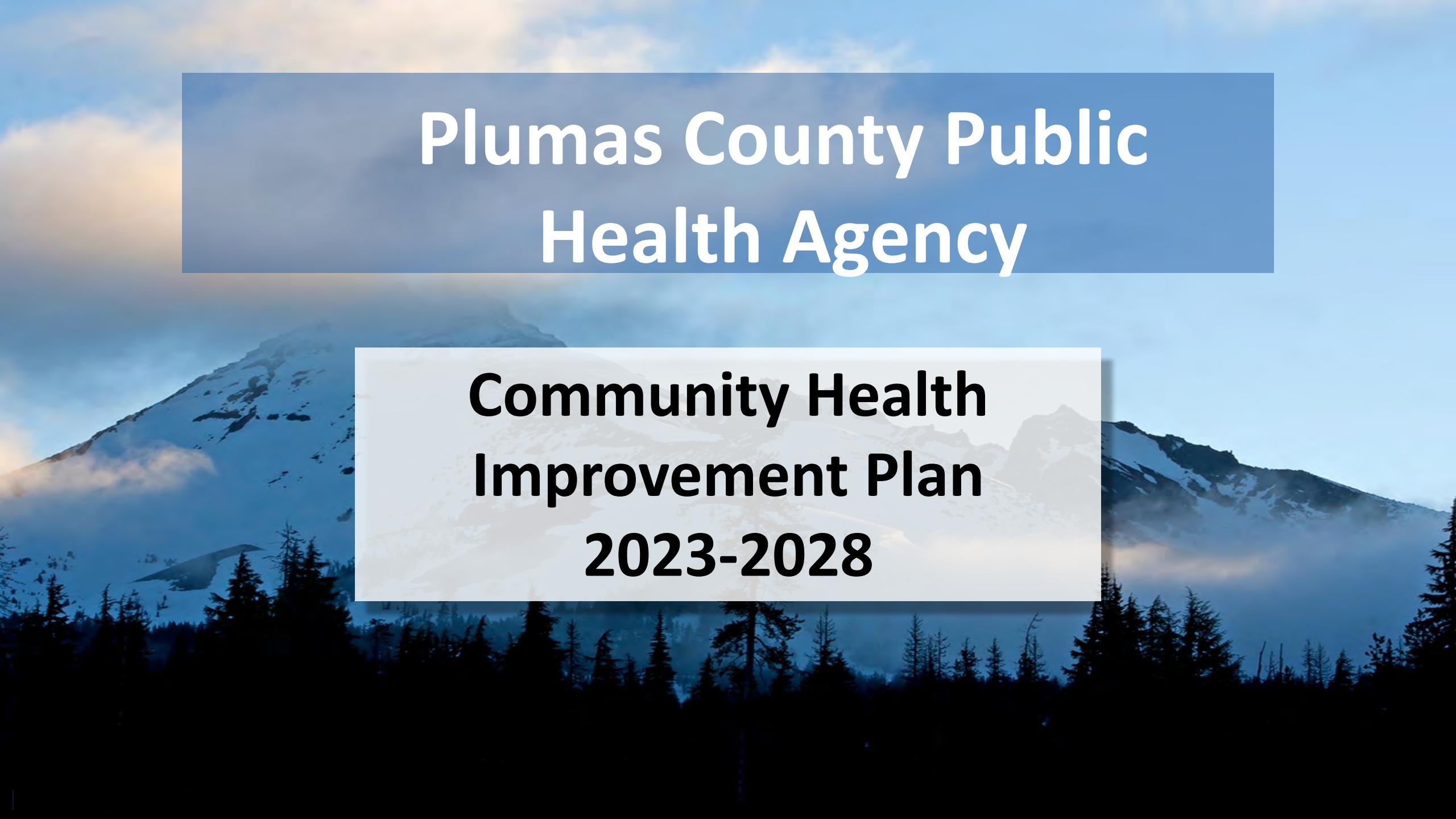
none

**Fiscal Impact:**

none

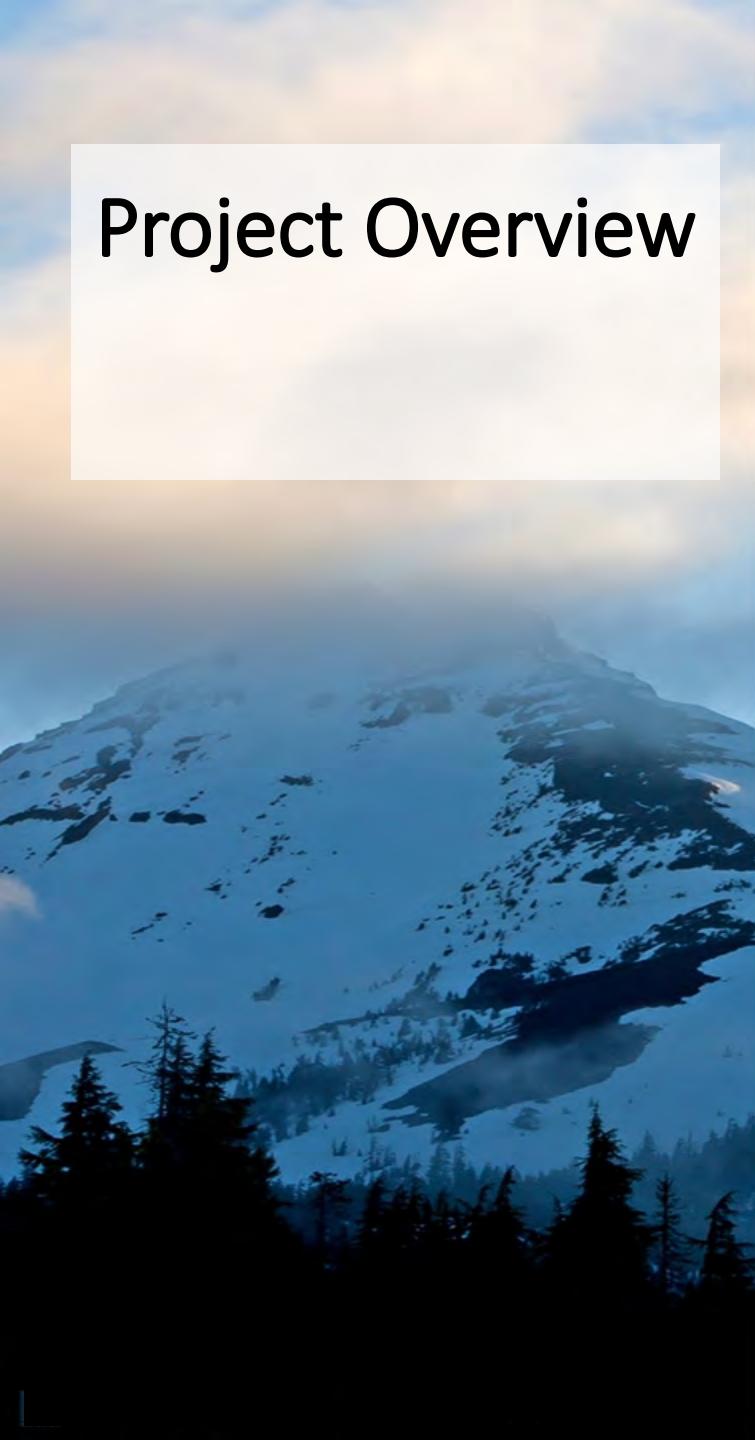
**Attachments:**

1. CHIP Presentation



# Plumas County Public Health Agency

## Community Health Improvement Plan 2023-2028



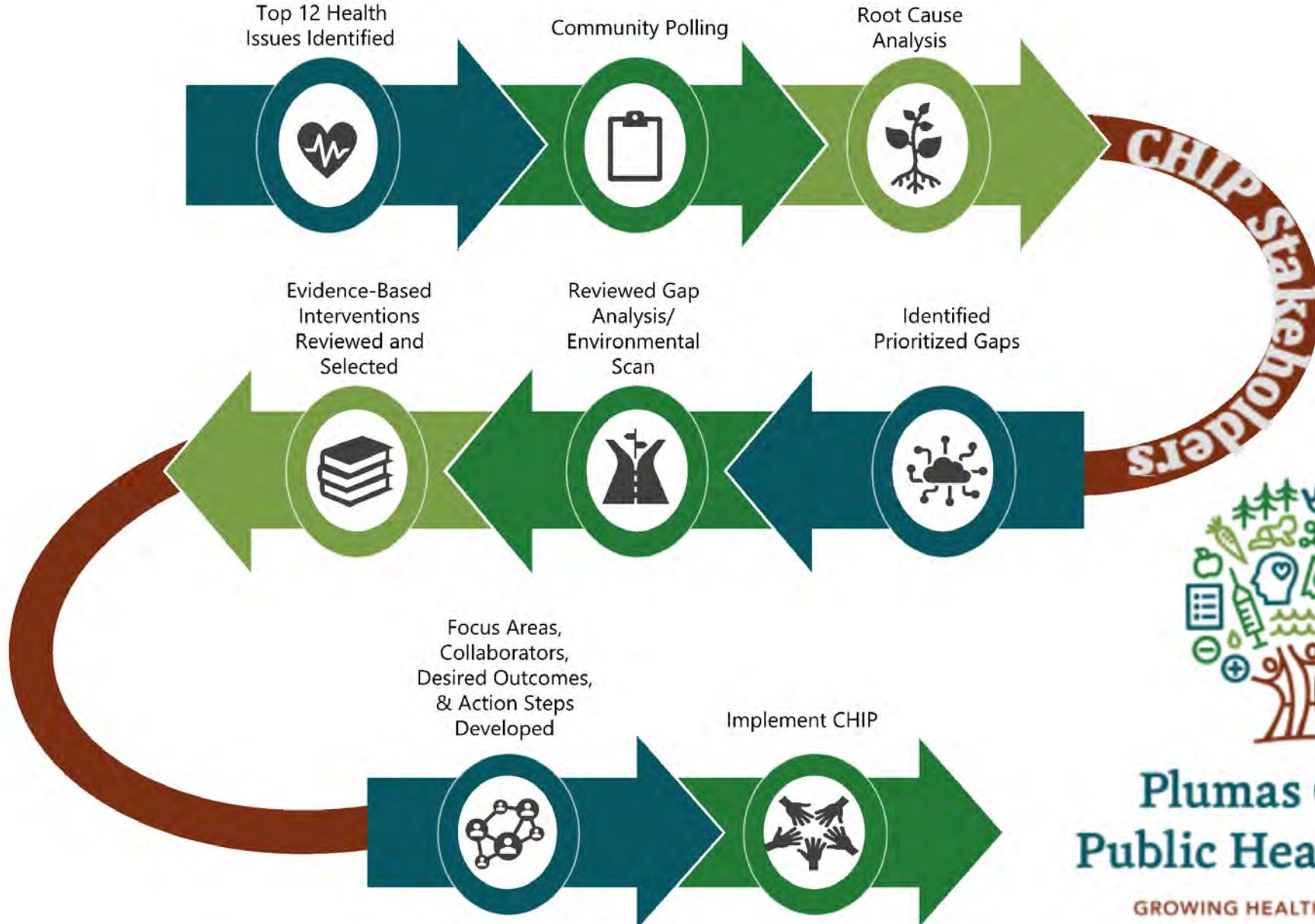
## Project Overview

### Final Product:

- Community Health Improvement Plan

### Major Deliverables:

- Multi-faceted Data Analysis
- Community-driven Prioritization
- Root Cause Analysis
- Evidence-based Practices Synthesis
- Stakeholder-informed Gap Analysis



Plumas County  
Public Health Agency

GROWING HEALTHY COMMUNITIES



# Top 10 Health Issues...

## Selection Criteria

A disease or injury, or an established risk factor for disease or injury, AND

Affecting significant numbers of people in Plumas County, AND

Capable of being improved by existing public health or medical measures, AND

The prevalence, disease rate, or death rate is worse in Plumas County than for the US or California, OR

The issue is becoming worse over time.



# Top 10 Health Issues...

Cancer

Heart Disease

Unhealthy Air Quality

Diabetes & Kidney Disease

Food Insecurity & Hunger

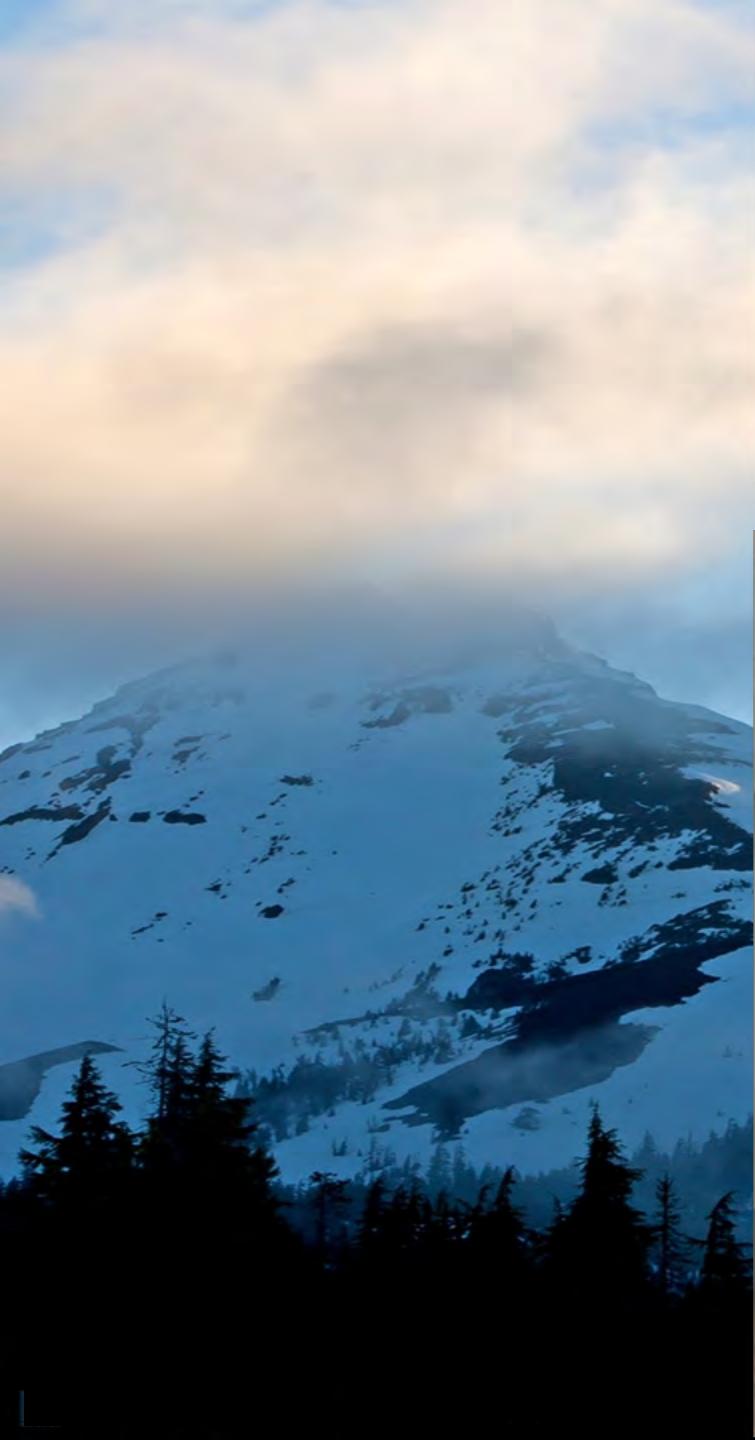
Alcohol-Related Disease & Injury

Substance Abuse & Overdose

Accidents & Injuries

Limited Access to Preventive Health Services

Suicide

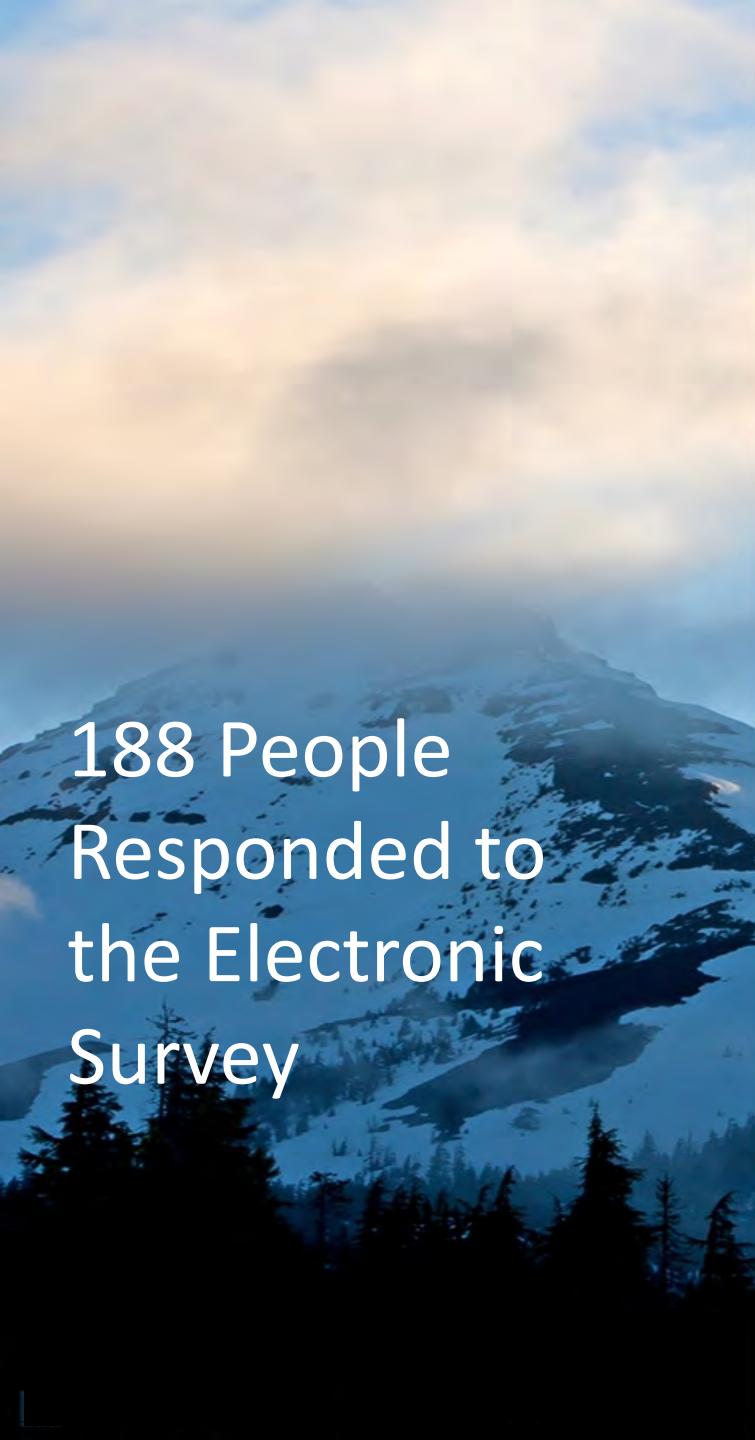


# Community-Driven Prioritization Process

Hot Dots at  
Community  
Events

- 8 events
- 337 responses





188 People  
Responded to  
the Electronic  
Survey

# Electronic Survey



**PCPHA**  
PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

¡Queremos tu opinión! ¿Estaría dispuesto a ayudar a influir en los problemas de salud en los que se enfoca el condado durante los próximos 3 a 5 años? Esta breve encuesta le permitiría votar por lo que cree que es más importante en el condado de Plumas.

\* 1. Seleccione los TRES problemas de salud PRINCIPALES que cree que están afectando más al condado de Plumas. 

- Enfermedad del corazón
- Cancer
- Calidad del aire no saludable
- Diabetes y enfermedad renal
- Enfermedades y lesiones relacionadas con el alcohol
- Accidentes y lesiones
- Abuso de sustancias y sobredosis de Drogas
- Inseguridad alimentaria y hambre
- Acceso limitado a los servicios de salud preventiva
- Suicidio



**PCPHA**  
PLUMAS COUNTY PUBLIC HEALTH AGENCY



We want your input! Would you be willing to help influence what health issues the county focuses on over the next 3-5 years? This short survey would allow you to vote for what you think is most important in Plumas County.

\* 1. Please select the **TOP THREE** health issues that you think are impacting Plumas County the most. 

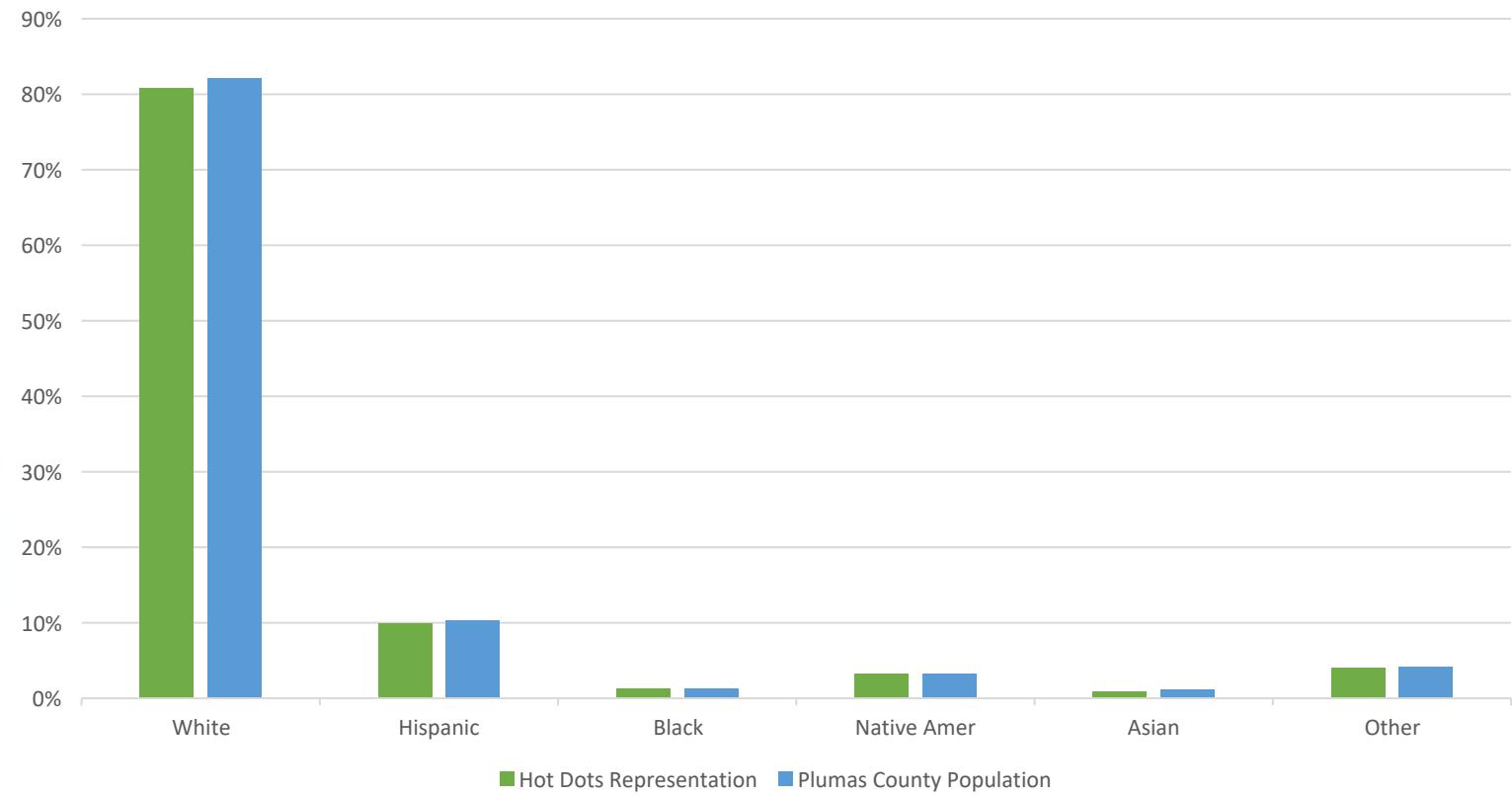
- Heart Disease
- Cancer
- Unhealthy Air Quality
- Diabetes and Kidney Disease
- Alcohol-Related Disease and Injury
- Accidents and Injuries
- Substance Abuse and Drug Overdose
- Food Insecurity and Hunger
- Low Utilization of Preventative Services
- Suicide



# Combined Results

# Race/Ethnicity Comparison to County Population

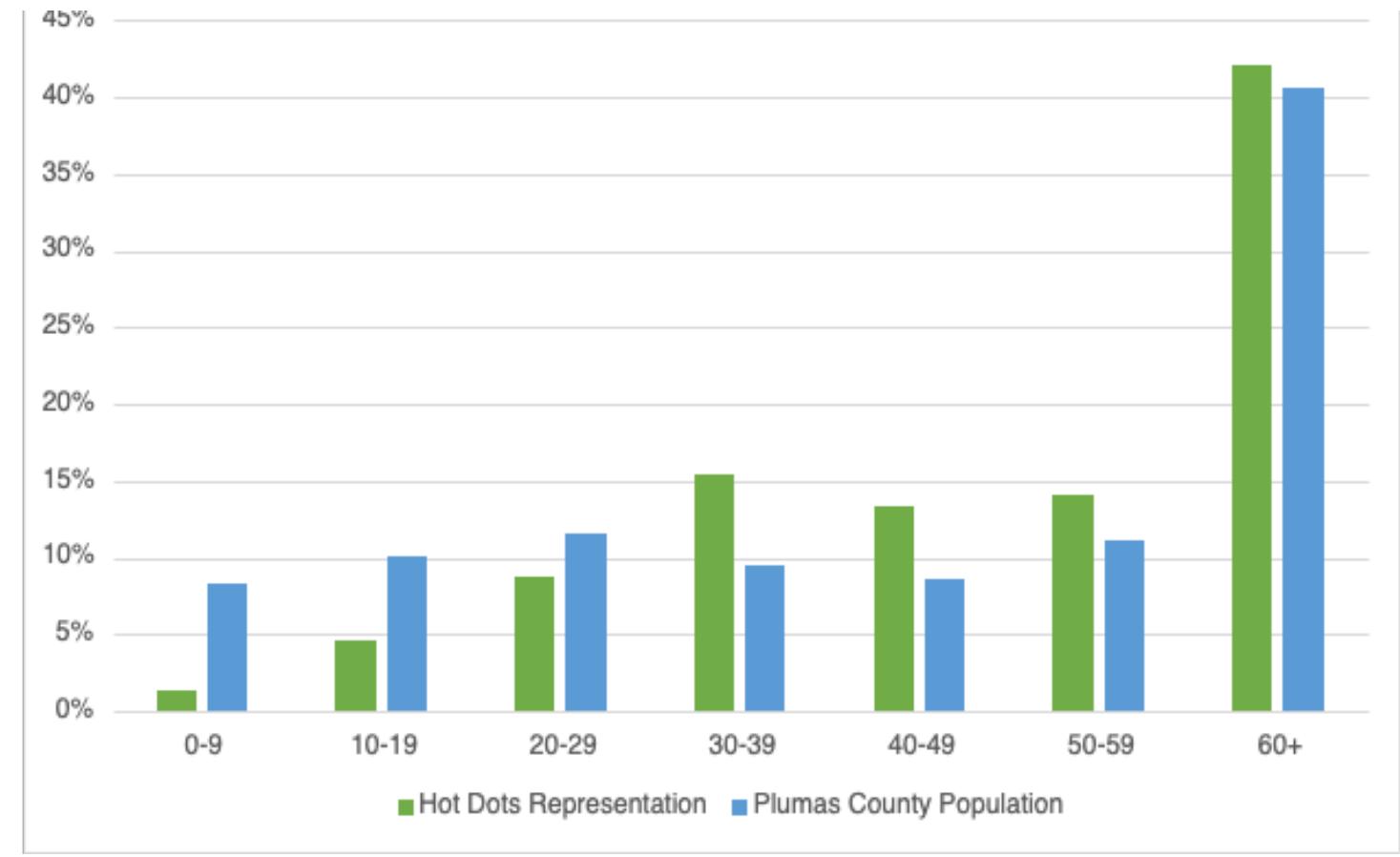
Race and Ethnicity: Combined In-person and Survey Response Representation vs. Plumas County Census Data





# Combined Results

## Age Comparison to County Population





# Community Voting Results

## Health Issue Priorities

	Number	Percent
Substance Abuse and Drug Overdose	361	22
Limited Access to Preventative Health Services	249	15
Alcohol-Related Disease and Injury	198	12
Suicide	175	10
Cancer	174	10
Food Insecurity and Hunger	143	9
Heart Disease	141	8
Diabetes and Kidney Disease	106	6
Unhealthy Air Quality	74	4
Accidents and Injuries	56	3
<b>Total Votes</b>	<b>1677</b>	



## Top 3 Health Issues

*Drug & Alcohol Abuse and Overdose*

*Limited Access to Preventive Services*

*Suicide*



# RCA Results Matrix

	Adverse Childhood Experiences (ACEs)	Adverse Community Events	Counselor/Provider Burnout and Shortages	Stigma	Proximity to services	Failure to link people with services	Poverty	Lack of mental health services	High Access to Firearms
<b>Drug/Alcohol addiction/overdose</b>	X <sup>(2)</sup>	X <sup>(2)</sup>	X <sup>(1)</sup>	X <sup>(1,13)</sup>	X <sup>(3)</sup>	X <sup>(3)</sup>	X <sup>(6)</sup>	X <sup>(40)</sup>	
<b>Barriers to care</b>			X <sup>(1,4,5)</sup>	X <sup>(3,4)</sup>	X <sup>(3,4)</sup>	X <sup>(3,4)</sup>	X <sup>(36)</sup>	X <sup>(40)</sup>	
<b>Suicide</b>	X <sup>(37)</sup>	X <sup>(37)</sup>	X <sup>(35,36)</sup>	X <sup>(35,36)</sup>	X <sup>(35)</sup>	X <sup>(38,39)</sup>	X <sup>(36)</sup>	X <sup>(36)</sup>	X <sup>(35,36)</sup>



# Root Cause Prioritization Process

	Adverse Childhood Experiences (ACEs)	Adverse Community Events	Counselor/Provider Burnout and Shortages	Stigma	Proximity to services	Failure to link people with services	Poverty	Lack of mental health services	High Access to Firearms
Drug/Alcohol addiction/overdose	X	X	X	X	X	X	X	X	
Barriers to care			X	X	X	X	X	X	
Suicide	X	X	X	X	X	X	X	X	X
Cross-cutting	2	2	3	3	3	3	3	3	1
EBI Strength	10	10	5	9	5	11	5	6	2
Data availability	2	2	2	1	1	1	2	2	1
Total Index Score	14	14	10	13	9	15	10	11	4

*Green = Highest likelihood of having available data, evidence-based interventions and cross-cutting impacts*

*Yellow = Moderate likelihood of having available data, evidence-based interventions and cross-cutting impacts*

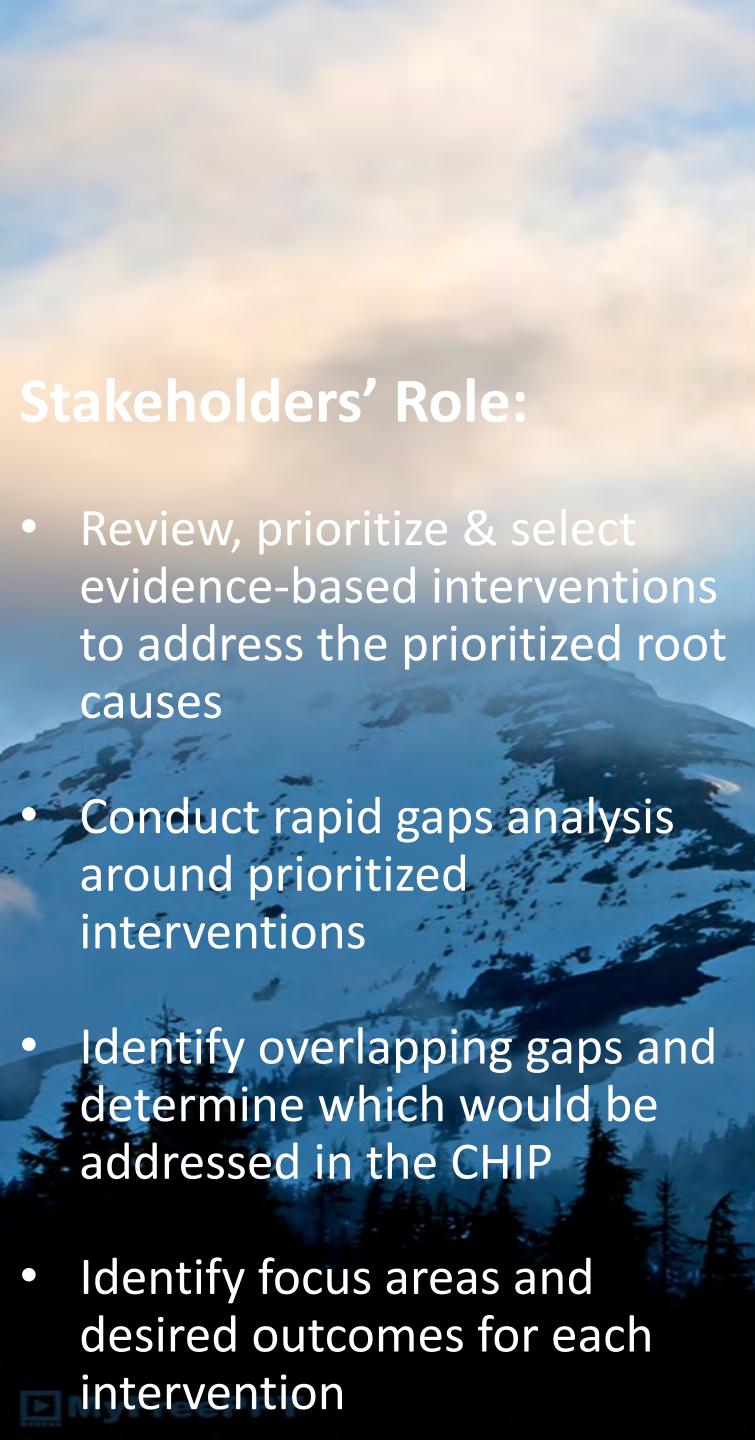
*Red = Lowest likelihood of having available data, evidence-based interventions and cross-cutting impacts*

# Root Causes Selected

Adverse  
Childhood  
Experiences

Adverse  
Community  
Events

Failure to Link  
People with  
Services



# CHIP Stakeholder Engagement

## Stakeholders' Role:

- Review, prioritize & select evidence-based interventions to address the prioritized root causes
- Conduct rapid gaps analysis around prioritized interventions
- Identify overlapping gaps and determine which would be addressed in the CHIP
- Identify focus areas and desired outcomes for each intervention

Organization	Representative
Eastern Plumas Health Care	Doug McCoy
First 5 Plumas	Pamela Becwar
Plumas District Hospital	Sierra Blanton
Plumas Crisis Intervention and Resource Center	Cathy Rahmeyer
Plumas County Behavioral Health	Jessica McGill
Plumas County Health Officer	Mark Satterfield
Plumas County Public Health Agency	Dana Krinsky
Plumas County Public Health Agency	Dana Loomis
Plumas County Public Health Agency	Nicole Reinert
Plumas County Public Health Agency	Tina Venable
Plumas Rural Services	Paula Johnston
Plumas Unified School District	April Gott



# Intervention Selection Criteria

- Community has capacity to implement
- Known or high potential funding
- Addresses health issues/root causes from an upstream/ecological approach
- Cross-cutting
- Facilitates collaboration



# Intervention Categories Selected



Community Based Interventions



Home Based Interventions

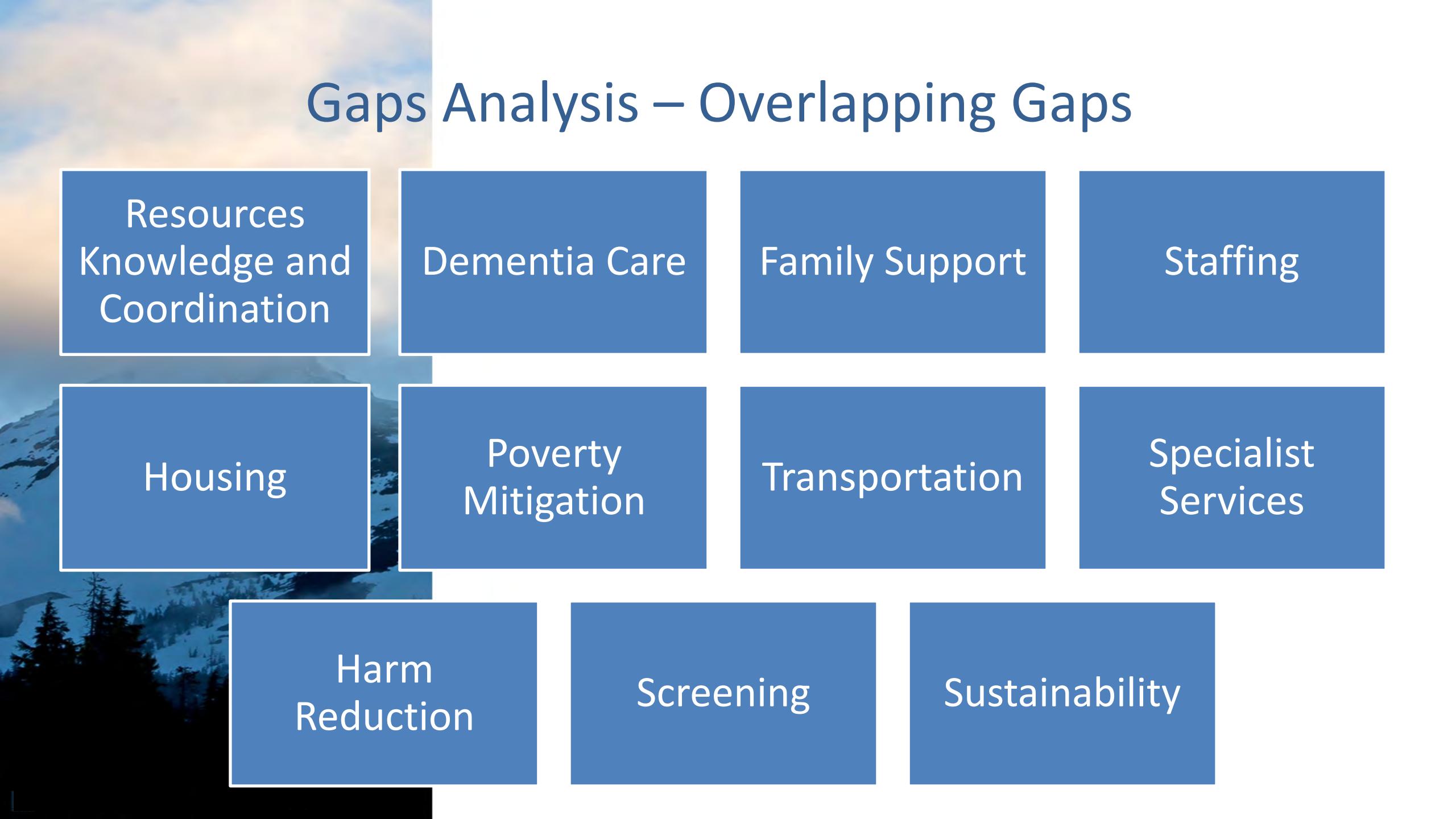


Healthcare Based Interventions

8 Categories of  
evidence-based  
Interventions

Over 50 specific  
evidence-based  
Interventions

# Gaps Analysis – Overlapping Gaps



Resources  
Knowledge and  
Coordination

Dementia Care

Family Support

Staffing

Housing

Poverty  
Mitigation

Transportation

Specialist  
Services

Harm  
Reduction

Screening

Sustainability



# Gaps Selected

---

**Resources knowledge, coordination, and navigation**

---

**Family Support**

---

**Harm Reduction**

---

**Sustainability**



# Resources knowledge, coordination, and navigation

## Focus Areas:

- Community Health Worker Expansion
- Resource/211 Collaboration



# Family Support

## Focus Areas:

- Continuum of support services
- Client access to services





# Harm Reduction

## Focus Areas:

- Syringe Exchange
- Overdose prevention





# Sustainability

## Focus Areas:

- Advocacy and Coordination
- Public Health Agency priorities
- Workforce development and retention



# Transparency and Accountability



**2023 Plumas County Community Health Improvement Plan  
Timeline**

Priority Gaps/Focus Areas	Action Steps	Responsible Team	Status/ Achievements	FY2024	FY2025	FY2026	FY2027	PY2028
<b>Resources Knowledge, Coordination, and Navigation</b>								
<b>1. Community Health Worker Expansion and Resource/211 Collaboration</b>								
	Develop a plan to implement the Community Health Worker Benefit for Medi-Cal Managed Care.	PCPHA						
	Increase home visiting connection/referrals by 25% by working with partners (i.e. such as Social Services/CalWorks recipients) to develop a referral process.	PCPHA						
	Health Department and 211 leadership will meet to review the resources PCPHA is able to provide as well as a list of resources PCPHA regularly utilizes.	PCPHA	211 Leadership					
<b>Family Support</b>								
<b>2. Continuum of Support Services and Client Access to Services</b>								
	Facilitate a collaborative gathering of parenting support service providers (e.g. Social Services, Mental Health, and Schools) to create a comprehensive service map and identify service gaps.	PCPHA						
	Convene a mental health provider group to create a plan to improve Postpartum Depression outcomes for home-visiting clients.	PCPHA						
	Update PCPHA transportation plan to include Medi-Cal Managed Care clients.	PCPHA						

# Thank You!

Questions?

Insert Presenters names and contact info



**PLUMAS COUNTY  
PLUMAS COUNTY FIRE SAFE COUNCIL  
MEMORANDUM**

---

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

**FROM:**

**MEETING DATE:** July 18, 2023

**SUBJECT:** PLUMAS COUNTY FIRE SAFE COUNCIL

---

**Recommendation:**

Hazardous Fuels Reduction Projects happening on public (Forest Service) land

**Background and Discussion:**

**Action:**

**Fiscal Impact:**

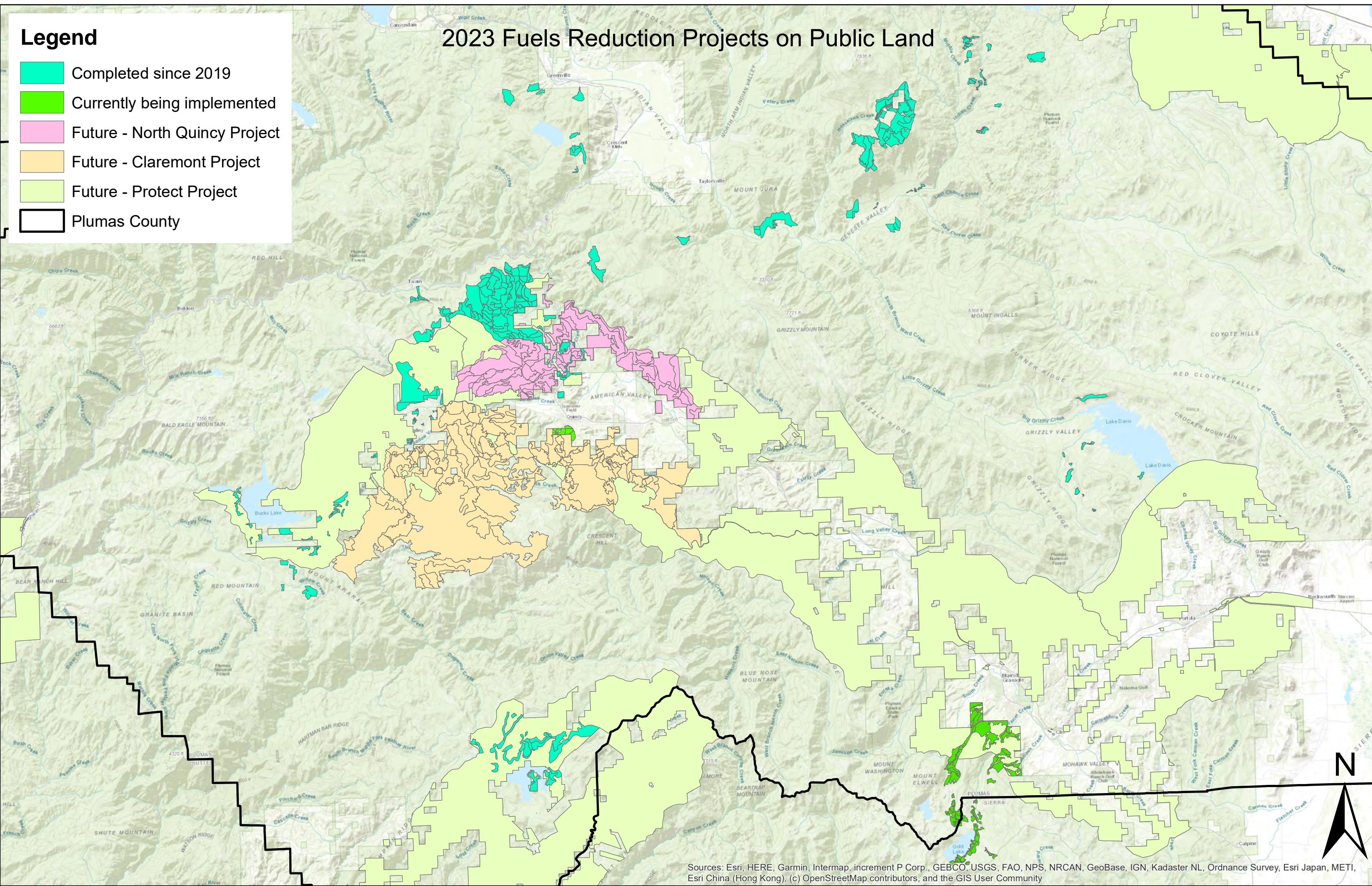
**Attachments:**

1. 2023FuelsReductionProjectsOnPublicLands

## Legend

- Completed since 2019
- Currently being implemented
- Future - North Quincy Project
- Future - Claremont Project
- Future - Protect Project
- Plumas County

## 2023 Fuels Reduction Projects on Public Land





**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

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

**FROM:**

**MEETING DATE:** July 18, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Asana Integrated Medical Group for telehealth psychiatric services for FY 23/24; not to exceed \$484,000.00 (no impact on the General Fund); approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize the Chair to sign and ratify FY 23/24 \$484,000.00 Agreement with Asana Integrated Medical Group for telehealth psychiatric services. This Agreement has been approved as to form by County Counsel. No general fund impact.

**Background and Discussion:**

Approve and authorize the Chair to sign and ratify FY 23/24 \$484,000.00 Agreement with Asana Integrated Medical Group provides qualified and certified psychiatrists to provide psychiatric evaluations, medication management, and provides crisis response via tele-psychiatry. This agreement has been approved to form by County Counsel. No general fund impact.

**Action:**

Behavioral Health respectfully requests the Board of Supervisors approve and authorize the Chair to sign and ratify FY 23/24 \$484,000.00 Agreement with Asana Integrated Medical Group for telehealth psychiatric services. This Agreement has been approved as to form by County Counsel.

**Fiscal Impact:**

No general fund impact.

**Attachments:**

1. 2.B.1.

**Services Agreement**

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

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$484,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Asana Integrated Medical Group from July 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.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this

program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. **Insurance**. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained.

11. **Licenses and Permits**. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. **Relationship of Parties**. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. **Notice Addresses.** All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Dr. Cynthia Horner  
Asana Integrated Medical Group  
6200 Canoga Avenue Suite 350  
Woodland Hills, CA 91367

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

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
- 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.
- 28. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
- 29. The attached BAA is incorporated by this reference and made to protect this agreement.

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

**CONTRACTOR:**

Asana Integrated Medical Group, a California Professional Medical Corporation

By: \_\_\_\_\_  
Name: Dr. Cynthia Horner  
Title: Chief Executive Officer  
Date signed:

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Bradford Gay  
Title: Chief Financial Officer  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Sharon Sousa  
Title: Behavioral Health Interim Director  
Date signed:

**APPROVED AS TO CONTENT:**

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk, Board of Supervisors  
Date signed:

Approved as to form:



Joshua Brechtel  
Deputy County Counsel

6/29/2023

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_

- 7 -

CONTRACTOR INITIALS \_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Asana Integrated Medical Group, a California Professional Medical Corporation, referred to herein as Business Associate (“BA”), dated July 1, 2023.

### RECITALS

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

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

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

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

### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Termination**

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

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

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

## **8. No Third-Party Beneficiaries**

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

## **9. Interpretation**

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

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

### **COVERED ENTITY**

Name: Sharon Sousa  
Title: Behavioral Health Interim Director  
Address: 270 County Hospital Road, Suite 109  
Quincy, California 95971  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

### **BUSINESS ASSOCIATE**

Name: Dr. Cynthia Horner  
Title: Chief Executive Officer  
Address: 6200 Canoga Ave. Suite 350  
Woodland Hills, CA 91367  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A - SCOPE OF WORK**

- Contractor shall provide qualified and certified psychiatrists as available and as needed to provide psychiatric evaluations, medication management, and provide crisis response after hours, weekends and holidays to individuals needing to be evaluated for W&I 5150 via tele-psychiatry.
- County requires tele-psychiatrist to use County Electronic Health Record (EHR) and County will provide access to County system via Citrix Gateway Receiver.
- Contractor shall provide secure transmission to County location(s).
- Contractor shall provide hardware at County location(s) and meet the minimum necessary system requirements below:
- All audio, video, and all other data transmission shall be secure through the use of encryption (at least on the side of the healthcare professional) that meets County's Network Security Standards. Contractor should ensure that access to any patient contact information stored on any device is adequately restricted.
- Video quality will of High Definition (HD) (1280X720) at 40fps or better quality.
- CONTRACTOR shall provide a dedicated Internet connectivity supporting a minimum bandwidth of 1.2 Mbps, upload and download.
- CONTRACTOR shall demonstrate the ability to provide a secure and confidential location while providing telehealth services at the distant site.
- CONTRACTOR location must be within the United States.
- CONTRACTOR agrees to update medication list at each visit to ensure an accurate medication list is always accessible in the HER.
- CONTRACTOR will ensure client has been provided enough medication until next appointment.
- CONTRACTOR's notes will be completed and signed within 72 hours of client's appointment.
  - CONTRACTOR shall sign and send back medication consent forms immediately following each medication evaluation.

- CONTRACTOR shall send separate invoices to county for services provided in the Correctional Facility.
- CONTRACTOR shall send separate invoices to county for consultation services requested by hospital located within Plumas County.

**EXHIBIT B - FEE SCHEDULE**

**COUNTY agrees to pay CONTRACTOR the following fiscal year 2023/24 rates:**

**EMERGENCY DEPARTMENT TELE CONSULTS**

- 24/7/364 telemedicine coverage
- Fee is paid per consult with no minimum number of consultations guaranteed.
- \$ 285.00 per consultation
- \$ 25.00 per 5150 Order completed.

**OUTPATIENT PSYCHIATRY TELEPSYCHIATRY**

- Scheduled hours are variable depending upon volumes and program type (Ambulatory, IOP/PHP, integrated, etc.)
- 24 scheduled hours of telepsychiatry 52 weeks each year, based on a schedule to be mutually agreed upon by both parties.
- \$275.00 per hour – Adult
- County will retain all collected professional fees.

**CONSULTATION LIAISON TELEPSYCHIATRY**

- 24/7/365 telemedicine coverage
- Fee is paid per consult with no minimum number of consultations guaranteed.
- \$285.00 per consultation

Payments by COUNTY shall be monthly in arrears, for services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices. Include backup documentation to support the invoice.

CONTRACTOR shall send separate invoices to COUNTY for services provided in the Correctional Facility.

If CONTRACTOR should fail to comply with any significant provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. CONTRACTOR shall submit to COUNTY monthly itemized claims for PROVIDER's compensation no later than fifteen (15) days following the completion of the month of services.

CONTRACTOR shall hold harmless the State of California and beneficiaries in the event COUNTY cannot or will not pay for covered services rendered by CONTRACTOR pursuant to the terms of this agreement.

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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

**FROM:** Che Shannon, Management Analyst II

**MEETING DATE:** July 18, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between Behavioral Health and Empire Rehabilitation Center to provide mental health wellness and recovery services for FY 2023/24; not to exceed \$50,000.00, does not impact the General Fund; approved as to form by County Counsel.

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**Recommendation:**

It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign FY 2023/24 \$50,000.00 Agreement with Empire Rehabilitation Center.

**Background and Discussion:**

Empire Rehabilitation Center is a substance-use rehabilitation center and covers the demand for mental health wellness and recovery services. This Agreement has been approved to form by County Counsel.

**Action:**

It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign FY 2023/24 \$50,000.00 Agreement with Empire Rehabilitation Center.

**Fiscal Impact:**

No general fund impact

**Attachments:**

1. 2.B.2.

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Empire Hotel EHRC, Inc. dba Empire Recovery Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$50,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Empire Hotel EHRC, Inc., from July 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.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if

it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

11. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.

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

County:

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

Contractor:

Art Sevilla  
Chief Executive Officer  
1237 California St.  
Redding, CA 96001

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

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. **Grievance, appeal, expedited appeal and fair hearing procedures and timeframes**  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.
31. Attachment Exhibit C provides General Provisions.

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

**CONTRACTOR:**

Empire Hotel, EHARC, Inc.

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

Name: Art Sevilla

Title: Chief Executive Officer

Date signed:

**CONTRACTOR:**

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

Name: Dean Birge

Title: Chief Financial Officer

Date signed:

**COUNTY:**

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

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

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

**APPROVED AS TO CONTENT:**

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

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

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

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:



Joshua Brechtel  
Deputy County Counsel

6/29/2023

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Empire Hotel Alcoholic Rehabilitation Center, Inc., EHRC, Inc. dba Empire Recovery Center referred to herein as Business Associate (“BA”), dated July 1, 2023.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Termination**

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

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

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

## **8. No Third-Party Beneficiaries**

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

## **9. Interpretation**

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

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

### **COVERED ENTITY**

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Address: 270 County Hospital Road, Suite 109  
Quincy, California 95971

Signed: \_\_\_\_\_

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

### **BUSINESS ASSOCIATE**

Name Art Sevilla

Title: Chief Executive Officer

Address: 1237 California St.  
Redding, California 96001

Signed: \_\_\_\_\_

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

**EXHIBIT A - SCOPE OF WORK**

The Empire Recovery Center is a non-profit organization dedicated to the furtherance of recovery from alcohol and drug addiction in a social model setting. It is now accessible for persons with mobility challenges.

The program is a community-based, peer-group oriented residential setting that provides shelter, detox, and recovery services to ambulatory and mentally competent males and females. It is a non-profit corporation governed by a community-represented Board of Directors and is staffed by qualified and empathetic individuals who help to maintain a supportive environment and provide recovery. Alumni and volunteers provide assistance in maintaining this atmosphere.

Program services include: Social model Detox, individual consultation and education sessions, recreational activities, vocational referral services, and assistance to residents in obtaining community support services.

**EXHIBIT B - FEE SCHEDULE**

<b><u>Residential Treatment</u></b>	<b><u>Daily Rate</u></b>
<b>Residential Program Services</b> <ul style="list-style-type: none"><li>• Aftercare</li><li>• Evidence Based programs: Cognitive</li><li>• Behavioral Treatment emphases</li><li>• Motivational Interviewing</li><li>• Thinking for a Change</li><li>• Relapse Prevention</li><li>• Parenting Skills</li><li>• Exercise and practice of pro-recovery skills in the real world</li><li>• Life skills</li><li>• Social skills</li><li>• Alcoholics Anonymous</li><li>• Narcotics Anonymous</li><li>• Moral Recognition Therapy</li><li>• Recovery Rangers- 12 step based Veteran Specific Program</li><li>• Red Road to Well briety</li><li>• Celebrate Recovery</li></ul>	<b>\$125.00</b>
<b>Detoxification Services</b> <ul style="list-style-type: none"><li>• Nutritious meals and Hydration</li><li>• Peer Support</li><li>• Non-Medical Detoxification</li><li>• Social Model</li><li>• Encouragement to choose recovery</li><li>• Referral to community resources and supports</li></ul>	<b>\$150.00</b>

**INVOICING AND PAYMENT:**

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

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

## EXHIBIT C

### General Provisions

#### **1. Additional Contract Restrictions-**

This Contract 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 Contract in any manner.

#### **2. Hatch Act-**

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

#### **3. No Unlawful Use or Unlawful Use Messages Regarding Drugs-**

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County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

#### **4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances-**

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

#### **5. Debarment and Suspension-**

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

**6. Restriction on Distribution of Sterile Needles-**

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

**7. Health Insurance Portability and Accountability Act (HIPAA) of 1996-**

All work performed under this Contract is subject to HIPAA. County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

Biennial 2022-24 SABG County Application Enclosure 2 Page 13 of 23

**A. Trading Partner Requirements-**

1. **No Changes.** County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
2. **No Additions.** County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
3. **No Unauthorized Uses.** County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
4. **No Changes to Meaning or Intent.** County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

**B. Concurrence for Test Modifications to HHS Transaction Standards-**

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

**C. Adequate Testing-**

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

**D. Deficiencies-**

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

**E. Code Set Retention-**

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

**F. Data Transmission Log**

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

**8. Nondiscrimination and Institutional Safeguards for Religious Providers**

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

**9. Counselor Certification**

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

**10. Cultural and Linguistic Proficiency**

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:

<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53><https://thinkculturalhealth.hhs.gov/clas/standards>

**11. Intravenous Drug Use (IVDU) Treatment**

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

**12. Tuberculosis Treatment**

County shall ensure the following related to Tuberculosis (TB):

- A. Routinely make available TB services to individuals receiving treatment.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

**13. Trafficking Victims Protection Act of 2000**

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

**14. Tribal Communities and Organizations**

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

**15. Marijuana Restriction**

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved

investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

**16. Participation of County Behavioral Health Director's Association of California**

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**17. Adolescent Best Practices Guidelines**

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at:

[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

**18. Byrd Anti-Lobbying Amendment (31 USC 1352)**

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**19. Nondiscrimination in Employment and Services**

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

**20. Federal Law Requirements:**

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
- B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).

- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

**21. State Law Requirements:**

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
- D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

**22. Additional Contract Restrictions**

- A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
- B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

**23. Information Access for Individuals with Limited English Proficiency**

- A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

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

**FROM:** JD Moore, Director of Facility Services

**MEETING DATE:** July 18, 2023

**SUBJECT:** **Approve and authorize the Director of Facility Services & Airports to waive the Chester Park rental fee for the weekly Farmers Market, hosted by the Lake Almanor Area Chamber of Commerce.**

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**Recommendation:**

Approve and authorize the Director of Facility Services & Airports to waive the Chester Park rental fee for the weekly Farmers Market, hosted by the Lake Almanor Area Chamber of Commerce.

**Background and Discussion:**

Anne Kassebaum, on behalf of the Lake Almanor Area Chamber of Commerce, has respectfully requested a fee waiver for use of Chester Park for the weekly Farmers Market. The Farmers Market is hosted by the Chamber and occurs every Thursday from 4pm to 7pm, beginning June 15, 2023 and ending on September 14, 2023.

The Farmers Market allows local vendors to sell various products, and provides the community with an opportunity to gather and utilize the park.

The Lake Almanor Area Chamber of Commerce is a 501c(6) organization and relies upon events like this to generate revenue to sustain its operations.

**Action:**

Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this request.

**Fiscal Impact:**

Minimal fiscal impact - Rental fee for use of Chester Park is \$100.00 per day/event (Master Fee Schedule for Commercial use).

**Attachments:**

1. Waiver Request to County of Plumas Farmers Markets



LAKE ALMANOR AREA CHAMBER OF COMMERCE  
REACH OUT • CONNECT • TAKE PART

July 6, 2023

Plumas County Facility Services & Airports  
198 Andy's Way  
Quincy, CA 95971

Dear Mr. Moore,

On behalf of the Lake Almanor Chamber of Commerce, I am requesting a fee waiver for use of Chester Park for the Farmers Markets. This weekly event is hosted by the Chamber every Thursday from 4pm to 7pm beginning June 15 to September 14, 2023.

The Farmers Markets allows local vendors to sell produce, meats, home goods, soaps, oils, etc. It also provides the community with an opportunity to gather and connect in a family friendly way and utilize the park. The Lake Almanor Area Chamber of Commerce is a 501c(6) and relies upon events to generate revenue to sustain its operations.

I look forward to our continued partnership with you and your staff for future events and further development of Chester Park.

Sincerely,

*Anne E. Kassebaum*

Anne E. Kassebaum  
Executive Director



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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

**FROM:** Audrey Rice, Administrator Assistant II

**MEETING DATE:** July 18, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Michael Stasz, D.O., P.A. to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$22,500.00, no impact to the General Fund; approved as to form by County Counsel.

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**Recommendation:**

The Assistant Director respectfully recommends that the Chair ratify and sign the following service agreement related to the Ryan White Part C Program for Fiscal Year 2023-2024; Michael Stasz, D.O., P.A., in the amount of \$22,500.00 beginning April 1, 2023 and ending March 31, 2024. Approved as to form by County Counsel

**Background and Discussion:**

As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county region of Modoc, Sierra, Lassen, Plumas and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five county regions for the Ryan White Program.

Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling and nutritional supplements.

**Action:**

Approve and authorize the Chair to ratify and sign the following service agreement related to the Ryan White Part C Program for Fiscal Year 2023-2024; Michael Stasz, D.O., P.A., in the amount of \$22,500.00, Approved as to form by County Counsel.

**Fiscal Impact:**

There is no fiscal impact to the General Funds as this agreement will be paid with funding from the Ryan White Part C Program (Budget Unit 70560).

**Attachments:**

1. 23-446 PARTC2324STASZEL

**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 MICHAEL STASZEL, D.O., P.A., a California 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-Two Thousand Five Hundred Dollars (\$22,500.00).
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 I3; 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:

Michael Stasz, D.O., P.A.  
822 Pine Street  
Mt Shasta, CA 96067

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.**

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

Michael Stasz, D.O., P.A., a California Corporation

By:   
Michael Stasz, CFO, CEO  
Date signed:

**COUNTY:**

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

By:   
Dana Loomis  
Director of Public Health  
Date signed: 6/29/2023

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**

**The Sub Contractor shall:**

1. Serve as a medical provider for the Mountain Counties EIS Program in Siskiyou County; provide primary medical care in coordination with HIV consultant to 20-24 EIS enrolled patients, as outlined in the HIV Early Intervention Services (EIS) Primary Care Physician Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate and case conference with EIS patient coordinator and HIV consultant during 6 HIV clinic days and develop a system for consulting with HIV and other specialty providers via phone, email and/or telemedicine as needed in between assigned clinic days.
3. Participate in patient chart review with HIV consultant, participate in HRSA Site Visits, and administrative agent site visits.
4. Participate in quarterly continuous quality improvement meetings and 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. Provide client data as needed to EIS patient coordinator for required HRSA Reports.
6. Invoice for services and report revenue related to this program at least quarterly.
7. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

**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. Provide client data as needed to EIS patient coordinator for required reports to HRSA.
- B. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Sub Contractor's Budget.
- C. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

**HIV Early Intervention Services (EIS) Primary Care Physician Job Description:**

**Job Title:** EIS Primary Care Physician

**Job Summary:** This subcontracted position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with the EIS HIV Specialist/Consultant.

**Job Duties and Responsible Ties:**

- Examines and diagnoses patient referred to the EIS Program; determines and recommends type of medical treatment needed. Provides information on causes and prevention of disease, high-risk behavior, growth and development.
- Refers patients to appropriate sources of additional treatment.
- Participates on EIS Multi-disciplinary team.
- Provides consultation to local primary care provider regarding HIV treatment and care.
- Reviews medical literature to benefit specific patient's condition.
- Participates in training of clinic staff.

**Knowledge and Abilities:**

- Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.
- Knowledge of current developments in the field of HIV primary care and community HIV care resources.
- Knowledge of health services organization and procedures.
- Ability to direct and coordinate the work of subordinate personnel.
- Ability to establish and maintain effective working relationships with administrative, medical and non-medical staff, patients and the general public.
- Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

**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) Itemize costs; include backup documentation to support the invoice.

**B. Invoice(s) Schedule:**

Sub Contractor will submit a monthly invoice to Plumas County public Health Agency in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00).

**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-Two Thousand Five Hundred Dollars (\$22,500.00).

**EXHIBIT B-1****Budget**

<b>Subcontractor Budget</b>									
Program	Part-C								
Subcontractor	Siskiyou Medical Group								
Contract Year	April 1, 2023 - March 31, 2024								
	(Ctn) +								
	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost	
<b>Personnel</b>									
Mike Staszek, D.O.									
Dale Anzo, MA/Winona Beard, LVN									
	Primary Care Providers	EIS		Outpatient / Ambulatory Health Services	165,000	0.075	FTE		12,375
	Primary Care Providers	EIS		Outpatient / Ambulatory Health Services	50,000	0.075	FTE		3,750
<b>Total Personnel</b>									16,125
<b>Fringe Benefits</b>									
Mike Staszek, D.O.									
Dale Anzo, MA/Winona Beard, LVN									
	0 Primary Care Providers	EIS		Outpatient / Ambulatory Health Services	12,875	0.340	Fringe Rate		4,208
	0 Primary Care Providers	EIS		Outpatient / Ambulatory Health Services	3,750	0.340	Fringe Rate		1,275
<b>Total Fringe Benefits</b>									5,483
<b>Travel</b>									
Professional Development	Continuing Education for Clinic Staff CQM CQM			CQI management activities	500	1,000	Unit Cost		500
<b>Total Travel</b>									500
<b>Supplies</b>									
Medical Supplies	Primary Care Providers	EIS		Outpatient / Ambulatory Health Services	392	1,000	Unit Cost		392
<b>Total Supplies</b>									392
<b>Total Subcontract</b>									22,500

Remove your new Pocket License  
from the receipt portion and carry it  
with you at all times.

(Please cut along the dotted lines)

Osteopathic Medical Board of California 1300 National Drive, Suite 150 Sacramento, CA 95834-1991 (916) 928-8390	
	
<b>OSTEOPATHIC PHYSICIAN AND SURGEON</b>	
License No: 20A8493	Expiration 12/31/2024
MICHAEL ZBIGNIEW STASZEL 922 PINN ST. MOUNT SHASTA, CA 96067-2137	Original Issuing Date 04/10/2003
Signature	Receipt No. 58211

Osteopathic Medical Board of California  
1300 National Drive, Suite 150  
Sacramento, CA 95834-1991  
(916) 928-8390

#### IMPOR TANT

1. Please include your license number on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss immediately in writing to the Board.
4. Please sign and carry the pocket license with you.

License No.	Expiration Date	Receipt No.
20A8493	12/31/2024	58211
MICHAEL ZBIGNIEW STASZEL		

This is your RECEIPT. Please save for your records.

POB204 1/2012

2024 RELEASE UNDER E.O. 14176



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**

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
7. Audit and Record Retention	25. Officials Not to Benefit
8. Site Inspection	26. Four-Digit Date Compliance
9. Federal Contract Funds	27. Prohibited Use of State Funds for Software
10. Termination	28. Use of Small, Minority Owned and Women's Businesses
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12. Air or Water Pollution Requirements	30. Union Organizing
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
15. Documents, Publications, and Written Reports	33. Public Communications
16. Dispute Resolution Process	34. Compliance with Statutes and Regulations
17. Financial and Compliance Audit Requirements	35. Lobbying Restrictions and Disclosure Certification
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 responsibility for payment of subcontractors used in the 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. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.*

- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

#### 18. Human Subjects Use Requirements

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

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

**19. Novation Requirements**

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

**20. Debarment and Suspension Certification**

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

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

**21. Smoke-Free Workplace Certification**

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

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

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. Officials Not to Benefit**

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

**26. Four-Digit Date Compliance**

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

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

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

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

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

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

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

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

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

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

**30. Union Organizing**

(Applicable only to grant agreements.)

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

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

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

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

(a) Example No. 1:

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

(b) Example No. 2:

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

Michael Staszek, DO Michael Staszek DO

Name of Contractor

Printed Name of Person Signing for Contractor



Contract/Grant Number

Signature of Person Signing for Contractor

6-27-23

Date

president

Title

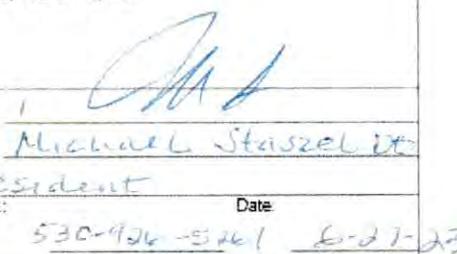
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincey, CA 95971

## 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 GAO  
OMB Form

1 Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2 Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3 Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4 Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		5 If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6 Federal Department/Agency		7 Federal Program Name/Description:  CDFA Number, if applicable: _____
8 Federal Action Number, if known:		9 Award Amount, if known: \$
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from 10a) (Last name, First name, MI):  
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the person above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.		Signature: _____ Print Name: <u>Michael Staszek Jr.</u> Title: <u>President</u> Telephone No.: _____ Date: <u>530-4926-5326 6-27-23</u>
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-87)

COUNTY INITIALS

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SUB CONTRACTOR INITIALS MS

**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 Contract 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 Contractor’s insurance or supply 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 individual(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.

<u>Connie Rutherford</u>	<u>Connie Rutherford</u>	<u>6-15-23</u>
Employee name (print)	Employee Signature	Date
<u>Michael Staszek</u>	<u>DO M.S.</u>	<u>6-15-23</u>
Supervisor name (print)	Supervisor Signature	Date
<u>Michael Staszek, DO</u>		
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
<i>MICHAEL Staszcz</i>	<i>65-0956385</i>
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	

Date Executed	Executed in the County of
<i>6-15-23</i>	<i>Siskiyou</i>

### 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.

\_\_\_\_\_ COUNTY INITIALS

- 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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**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 where 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 an 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	<p>Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5<sup>th</sup> Floor Sacramento, CA 95814</p> <p>Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634</p>	<p>Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413</p> <p>Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a> Telephone: (855) 500-0016</p>

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 Enforcement: CDPH 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.

- 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.
- 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. MS  
 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
<u>Michael Staszek DO</u>	<u>65-0956-385</u>
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
<u>Michael Staszek DO</u>	
Date Executed	Executed in the County and State of
<u>6-15-13</u>	<u>Siskiyou</u>

       COUNTY INITIALS



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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

**FROM:** Audrey Rice, Administrator Assistant II

**MEETING DATE:** July 18, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Sierra County Public Health to provide services related to the Ryan White Part B Program for FY 2023-2024; not to exceed \$3,000.00, no impact to the General Fund; approved as to form by County Counsel.

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**Recommendation:**

The Assistant Director respectfully recommends that the Chair ratify and sign the following service agreement related to the Ryan White Part B Program for Fiscal Year 2023-2024; Sierra County Public Health in the amount of \$3,000.00 beginning April 1, 2023 and ending March 31, 2024. Approved as to form by County Counsel

**Background and Discussion:**

As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county region of Modoc, Sierra, Lassen, Plumas and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five county regions for the Ryan White Program.

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, Siskiyou 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 the following service agreement related to the Ryan White Part B Program for Fiscal Year 2023-2024; Sierra County Public Health in the amount of \$3,000.00, Approved as to form by County Counsel.

**Fiscal Impact:**

There is no fiscal impact to the General Funds as this agreement will be paid with funding from the Ryan White Part B Program (Budget Unit 70560).

**Attachments:**

1. Public Health C4102\_20230710\_100102

**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 COUNTY OF SIERRA, through its PUBLIC HEALTH DEPARTMENT, a political subdivision of the State of California, (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 Three Thousand Dollars (\$3,000.00).
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 I8 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:

Sierra County Public Health  
P.O. Box 7  
Loyalton, CA 96118  
Attention: Rhonda Grandhi, Interim Director

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

23. Contract Execution. Each individual executing this Agreement on behalf of 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.**

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

Sierra County Public Health, a political subdivision of the State of California

By: \_\_\_\_\_  
Rhonda Grandi  
Interim Director  
Date signed:

**COUNTY:**

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

By:   
Dana Loomis  
Director of Public Health  
Date signed: 6/27/2023

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

PARTB2324SCPH

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

**SUB CONTRACTOR:**

Sierra County Public Health, a political subdivision of the State of California

By: Rhonda  
Rhonda Grandi  
Interim Director  
Date signed: 6/26/23

**COUNTY:**

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

By: \_\_\_\_\_  
Dana Loomis  
Director of Public Health  
Date signed:

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

**ATTEST:**

By: \_\_\_\_\_  
Heidi White  
Clerk of the Board  
Date Signed:

— COUNTY INITIALS

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SUB CONTRACTOR INITIALS

**EXHIBIT A**

**Scope of Work**

**Ryan White Required Services:**

The subcontractor will provide outreach services to persons at high risk for HIV in Sierra County.

- a. Provide targeted HIV outreach services to high-risk individuals in Sierra County, to bring them into HIV testing & counseling and treatment & care services. These outreach & testing services will be provided at such places as the local County Jail, Drug Court, Behavioral Health, and Juvenile Detention, as well to individuals at local high-risk environments. Will offer partner services either directly or by referral to each HIV + individual. (See **HIV Partner Services Policy** below).
- b. Bi-Annual attendance at MCHAC meetings and report on program.

**Reporting and Performance Requirements:**

The contractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- a. contractor will provide Quarterly Outreach Report Form.

**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 client 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 HIV 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 person 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 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 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 Three Thousand Dollars (\$3,000.00).

**EXHIBIT B-1****Budget****Subcontractor Budget**

Program Part-B.  
 Contractor Sierra County Public Health  
 Begin 4/1/2023  
 Contract Year End: 3/31/2024  
 34.00

	PY Budgeted Cos	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost	Budget Notes
<b>Personnel</b>								
Sally Easley, R.N	1,615	Core Services	Medical Case Mgt Svcs	84,489	0.020	FTE	1,690	Per email dated 2/4/21 Salary increased
	-						-	
	-						-	
	-						-	
<b>Total Personnel</b>	<b>1,615</b>						<b>1,690</b>	
<b>Fringe Benefits</b>								
Sally Easley, R.N	937	Core Services	Medical Case Mgt Svcs	1,690	0.580	Fringe Re	980	
	-						-	
	-						-	
	-						-	
<b>Total Fringe Benefits</b>	<b>937</b>						<b>980</b>	
<b>Travel</b>								
Travel	148	Core Services	Medical Case Mgt Svcs	161	1.000	Unit Cost	161	
	-						-	
	-						-	
	-						-	
<b>Total Travel</b>	<b>148</b>						<b>161</b>	
<b>Indirect</b>								
Contract Total	300	Administration	Client Service Administration	1,690	0.100	Indirect	163	Reduced from .186 to .10 administrative cap with difference adjusted through travel
	<b>3,000</b>						<b>3,000</b>	

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**

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
7. Audit and Record Retention	25. Officials Not to Benefit
8. Site Inspection	26. Four-Digit Date Compliance
9. Federal Contract Funds	27. Prohibited Use of State Funds for Software
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11. Intellectual Property Rights	29. Alien Ineligibility Certification
12. Air or Water Pollution Requirements	30. Union Organizing
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
15. Documents, Publications, and Written Reports	33. Public Communications
16. Dispute Resolution Process	34. Compliance with Statutes and Regulations
17. Financial and Compliance Audit Requirements	35. Lobbying Restrictions and Disclosure Certification
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 responsibility for payment of subcontractors used in the 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. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.*

- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

#### **18. Human Subjects Use Requirements**

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

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

**19. Novation Requirements**

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

**20. Debarment and Suspension Certification**

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

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

**21. Smoke-Free Workplace Certification**

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

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

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. Officials Not to Benefit**

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

**26. Four-Digit Date Compliance**

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

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

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

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

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

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

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

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

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

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

**30. Union Organizing**

(Applicable only to grant agreements.)

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

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

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

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

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

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

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

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks ( $3 \times 52$  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 individual(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

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

Attachment 1  
State of California  
Department of Health Care Services

## CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

County of Sierra

Rhonda Girandi

PartB2324SCPH

Contract / Grant Number

Printed Name of Person Signing for Contractor

June 26, 2023

Rhonda Girandi

Date

Title

Signature of Person Signing for Contractor

Interim Director

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  
07-0004

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

PARTB2324SCPH

**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.

Sally Easley

Employee name (print)

S. Easley

Employee Signature

6/26/23

Date

Rhonda Grandi

Supervisor name (print)

RH Grandi

Supervisor Signature

10/26/23

Date

Sierra County PH

Name of Employer

**PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS**

PARTB2324SCPH

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.

Deborah Perkins  
Employee name (print)

Deborah Perkins  
Employee Signature

6/26/23  
Date

Sally Easley  
Supervisor name (print)

S. Easley  
Supervisor Signature

6/26/23  
Date

Sierra County Public Health  
Name of Employer

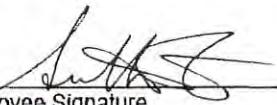
PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

PARTB2324SCPH

**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.

Celia Sutton-Padone  6/26/23  
Employee name (print) Employee Signature Date

Rhonda Gandy  6/26/23  
Supervisor name (print) Supervisor Signature Date

Sierra County Public Health  
Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

## 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.

Theresa Norman  
Employee name (print)

Theresa Norman  
Employee Signature

6/26/23  
Date

Sally Easley  
Supervisor name (print)

S. Easley  
Supervisor Signature

6/26/23  
Date

Sierra County PH  
Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

PARTB2324SCPH

**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)

County of Sierra

1 Federal ID Number

94-6000536

By (Authorized Signature)

Rhonda Girandi

Printed Name and Title of Person Signing

Rhonda Girandi, Interim Director

Date Executed

June 26, 2023

Executed in the County of

Sierra

### 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,

\_\_\_\_\_ COUNTY INITIALS

- 52 -

\_\_\_\_\_ SUB CONTRACTOR INITIALS

- 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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**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 where 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 an 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	<p>Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5<sup>th</sup> Floor Sacramento, CA 95814</p> <p>Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634</p>	<p>Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413</p> <p>Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a> Telephone: (855) 500-0016</p>

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 Enforcement:** CDPH 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.

- 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.
- 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.

PARTB2324SCPH

**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  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

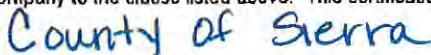
OR

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.

 County of Sierra

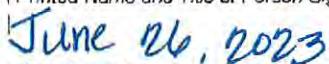
Company Name (Printed)

 94-6000534

Federal ID Number

 Rhonda Grandi  
By (Authorized Signature)

Printed Name and Title of Person Signing

 June 26, 2023  
Date Executed

 Sierra, California  
Executed in the County and State of



**PLUMAS COUNTY  
COUNTY COUNSEL  
MEMORANDUM**

---

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

**FROM:** Gretchen Stuhr, Director of County Counsel

**MEETING DATE:** July 18, 2023

**SUBJECT:** **Approve and authorize the Chair to ratify and sign an Agreement between Plumas County and Robert D. McIlroy to provide legal representation to conservatees and proposed conservatees in Probate and L.P.S. proceedings; effective July 1, 2023 and continue for three (3) months, ending September 30, 2023.**

---

**Recommendation:**

That the Board of Supervisors consider and approve the limited renewal and ratification of a Legal Services Agreement with attorney Robert D. McIlroy to provide representation to conservatees and proposed conservatees in probate and L.P.S. proceedings, for the term July 1, 2023 through September 30, 2023, and authorize Chair to sign on behalf of Plumas County.

**Background and Discussion:**

The Office of the Public Guardian insures the physical and financial safety of persons unable to do so on their own, and when there are no viable alternatives to public conservatorship. The Superior Court determines whether a conservatorship should be established. The court process includes petitioning the court and notifying the proposed conservatee and his or her family of the proceedings. A conservatorship is only established as a last resort through a formal hearing. The Superior Court can appoint the Public Guardian as a conservator of the person only, estate only (for probate) or both person and estate. There are generally two types of conservatorships – Probate and LPS.

Probate Conservatorships are primarily established for frail adults who are unable to provide for their own personal needs for physical health, food, clothing and/or shelter or cannot manage their own finances or cannot resist undue influence. Probate conservatorships are often used for older adults with severe limitations and for younger adults who have serious cognitive impairments, and will remain in effect until the conservatee can show that he/she is again capable of handling his/her own affairs appropriately.

LPS Conservatorships are established to arrange mental health treatment and placement for people who are gravely disabled and unable to provide for their food, clothing, shelter and treatment needs as a result of a mental disorder. An LPS conservator does have the authority to place a conservatee in a psychiatric treatment facility, and these conservatorships must be renewed on an annual basis.

People who are the subject of a probate or LPS conservatorship are entitled to have an attorney appointed to represent them at the county's expense if they cannot afford to pay for a private attorney. Since representation in Public Guardian/Conservatorship cases is excluded from the current Public Defender contracts, Plumas County has separately contracted for such services with a local attorney, Robert D. McIlroy, for over 20 years. Mr. McIlroy is willing to continue to provide such services until the County can prepare and issue a Request for Proposal for the position per the County's purchasing policy.

**Action:**

Approve and authorize the Chair to sign and ratify an agreement between Plumas County and Robert D.

McIlroy to provide legal representation to conservatees and proposed conservatees in Probate and L.P.S. proceedings; effective July 1, 2023 and continue for three (3) months, ending September 30, 2023.

**Fiscal Impact:**

Mr. McIlroy's fees for this agreement are payable from the Public Defender Budget, a part of the General Fund. In rare situations, where a conservatee has sufficient assets and income, a portion of the legal fees paid to Mr. McIlroy may be recovered by the County from the conservatee's estate upon court approval.

**Attachments:**

1. McIlroy 7.1.23-9.30.23

## **LEGAL SERVICES AGREEMENT**

This Agreement is made between Robert McIlroy, (hereafter referred to as "Attorney") and Plumas County, a political subdivision of the State of California, (hereafter referred to as "County").

**WHEREAS**, the purpose of this Agreement is to provide court-appointed counsel to conservatees who fall within the provisions of Section 5365 of the Welfare and Institutions Code and sections, 1470, 1471, 1823(b)(6) and section 1826(g) of the Probate Code and also specifically includes appointment for dementia cases and guardianship cases in the same capacity.

**NOW, THEREFORE**, the parties agree as follows:

1. **TERM.** The term of this Agreement commences July 1, 2023 and shall remain in effect through September 30, 2023, unless terminated earlier pursuant to this Agreement. 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.
2. **LEGAL SERVICES.** Attorney will provide the following services:
  - A. Attorney shall represent conservatees as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365 and Probate Code Sections 1470, 1471, 1823(b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney shall also accept appointment in guardianship and dementia cases in the same capacity.
  - B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.
  - C. When an L.P.S. or Probate conservatorship is set for a hearing or reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of-town clients and meeting space, if requested by Attorney.
  - D. Attorney shall notify Public Guardian and/or Mental Health staff at least two (2) weeks in advance of the hearing as to the conservatee's wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.

E. Attorney shall make phone calls or have face-to-face meetings with each appointed conservatee, at approximately six month intervals to answer any questions, concerns or complaints the conservatee has with the present placement. (It is important that Attorney and conservatees have regular contact so they become familiar with one another and conservatees are aware they have legal representation when hearings occur.)

F. Attorney shall be available for phone contact from conservatees or staff from Mental Health and Public Guardian as well as family when a new conservatorship is being established, should problems or questions arise in regards to the conservatorship.

3. **INDEPENDENT CONTRACTOR.** Independent Contractor: a) Attorney is an independent contractor and not an agent, officer, or employee of County. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association; b) Attorney shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence; and c) Attorney is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
4. **STATEMENTS AND COMPENSATION.** Attorney shall provide a monthly invoice to the Plumas County Counsel's Office, 520 Main Street, Room 302, Quincy, CA 95971 which shall include a statement as to caseload information and the number of hours spent on each case per month. Attorney's statement shall contain sufficient information and detail to support an application pursuant to Probate Code section 1472 and 2647 for the determination of the ability to pay attorney's fees by the conservatee or the conservatee's estate. Where the conservatee's estate appears sufficient, County will initiate the applications pursuant to Probate Code sections 1472 and 2647 to determine the conservatee's ability to pay Attorney's fees and shall include 1) a request that the County be reimbursed for fees paid to Attorney, and 2) that Attorney be allowed a reasonable fee at his customary rate of \$125.00 per hour, less any amounts paid by County.

Attorney shall be compensated at the rate of One Thousand One Hundred Fifty Dollars (\$1,150) per month. In the case of a contested trial lasting more than two days, commencing on the third day Attorney will be compensated at the hourly rate for conflict appointments in criminal cases. To the extent that work on guardianship and dementia cases exceeds 13.25 hours in any given calendar

month, Attorney will be entitled to the same hourly compensation for excess hours worked.

5. **INDEMNIFICATION.** Each party shall indemnify, defend, and hold harmless the other party, their officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from the negligent acts, willful acts, or errors or omissions of that party, or that party's employees, subcontractors, or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.
6. **INSURANCE.** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for the work covered under this contract increase substantially, the Attorney may notify the CAO to open the contract to discuss an increase in compensation only to cover those cost increases. Contractor is aware of his duty to disclose lack of professional liability insurance under Rules of Professional Conduct, Rule 3-410.
7. **CHOICE OF LAW.** The laws of the State of California shall govern this agreement.
8. **TERMINATION.** Either party may terminate the terms and conditions of this Agreement upon written notice in a timely manner, provided that Attorney will not cease to represent clients until and unless relieved of appointment by the Superior Court.

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

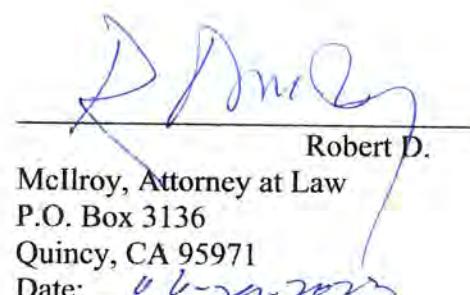
**ATTORNEY**

Dwight Ceresola, Chair,

Board of Supervisors

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

ATTEST:

  
Robert D.

McIlroy, Attorney at Law

P.O. Box 3136

Quincy, CA 95971

Date: 06-29-2023

Heidi White, Clerk of the Board



**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 18, 2023

**SUBJECT:** **Approve and authorize the Chair to ratify and sign a modification of the Agreement between Plumas County Counsel and Thomas Reuters for Westlaw Legal Research, effective July 1, 2023; reducing the amount of subscriptions from three (3) to one (1).**

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**Recommendation:**

That the Board of Supervisors consider and approve the modification of the agreement between Plumas County Counsel and Thomas Reuters for Westlaw Legal Research, effective July 1, 2023; reducing the amount of subscriptions from three (3) to one (1), and authorize the Chair to sign on behalf of the County.

**Background and Discussion:**

The County Counsel's Office entered into a three-year agreement with Thomas Reuters for Westlaw Legal Research on April 6, 2021. This three-year agreement locked us into a price with a lower year over year increase of 2%. Due to the County Counsel's purchase of a new online legal research platform, we are reducing the number of subscriptions to one (1). Westlaw will be used for any federal legal research County Counsel needs to perform.

**Action:**

It is recommended the Board of Supervisors approve and authorize the Chair to sign and ratify the attached modification.

**Fiscal Impact:**

County Counsel is a General Fund department and this expense has been included in our budget for FY23/24.

**Attachments:**

1. T.R. WestLaw



THOMSON REUTERS

**Order Form****Order ID: Q-06968321**Contact your representative [reed.flathmann@thomsonreuters.com](mailto:reed.flathmann@thomsonreuters.com) with any questions. Thank you.**Sold To Account Address**

Account #: 1000030333  
 PLUMAS COUNTY COUNSEL  
 KRISTINA ROGERS  
 520 MAIN ST RM 302  
 QUINCY CA 95971-9115 US  
 "Customer"

**Shipping Address**

Account #: 1000030333  
 PLUMAS COUNTY COUNSEL  
 KRISTINA ROGERS  
 520 MAIN ST RM 302  
 QUINCY CA 95971-9115 US

**Billing Address**

Account #: 1000030333  
 PLUMAS COUNTY COUNSEL  
 KRISTINA ROGERS  
 520 MAIN ST RM 302  
 QUINCY, CA 95971-9115 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
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West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

**ProFlex Modification**

Material #	Product	Agreement #	New Monthly Charges
40757482	West ProFlex	0000175194	\$410.71

This Order Form modifies the current order form for the products listed above ("Original Order Form"). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged.

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

If you are licensing banded products, you certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

**Miscellaneous**

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: [www.ThomsonReuters.com/DocIntel-PST](http://www.ThomsonReuters.com/DocIntel-PST)

**ProFlex Modification Governing Agreement.** The ProFlex Modification products and services are governed by the same agreement terms and conditions as the order form this Order Form is modifying. Such terms are incorporated into this Order Form by reference.

**Product Specific Terms and Information Security Controls:** The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

**Service Levels:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at <http://tr.com/HighQ-SLA>

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Acknowledgement: Order ID: Q-06968321**

---

Signature of Authorized Representative for order

Title

---

Printed Name

Date

This Order Form will expire and will not be accepted after 8/6/2023.



THOMSON REUTERS

**Attachment****Order ID: Q-06968321**Contact your representative [reed.flathmann@thomsonreuters.com](mailto:reed.flathmann@thomsonreuters.com) with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1000030333

This order is made pursuant to:

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**Order Confirmation Contact (#28)**

Contact Name: ROGERS, KRISTINA

Email: [kristinarogers@countyofplumas.com](mailto:kristinarogers@countyofplumas.com)**eBilling Contact**

Contact Name KRISTINA ROGERS

Email [kristinarogers@countyofplumas.com](mailto:kristinarogers@countyofplumas.com)**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1000030333	PLUMAS COUNTY COUNSEL	520 MAIN ST RM 302 QUINCY CA 95971-9115 US	Existing

**Modifications to ProFlex**

Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type
40757482	West Proflex	0000175194		1	Each	Exist
40757481						
42077751	Gvt - National Primary Core	0000175194	3	1	Attorneys	Exist
42076680						
42077868	Westlaw Multi-State Analytical, Enterprise access, Government	0000175194	3	1	Attorneys	Exist
42077867						
41933492	Practical Law Premier, Enterprise access, Government	0000175194	3	1	Attorneys	Exist
41933493						



**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** John Mannle, Director of Public Works

**MEETING DATE:** July 18, 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 Quincy Maintenance District; vacancy due to resignation.

---

**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 Quincy Maintenance District.

**Background and Discussion:**

One (1) FTE Road Maintenance Worker has resigned from the Quincy Maintenance District effective July 20, 2023.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 22/23 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are Attached.

**Action:**

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 Quincy Maintenance District;

**Fiscal Impact:**

This position is funded and allocated in the proposed FY 22/23 budget.

**Attachments:**

1. 20230710112438

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**

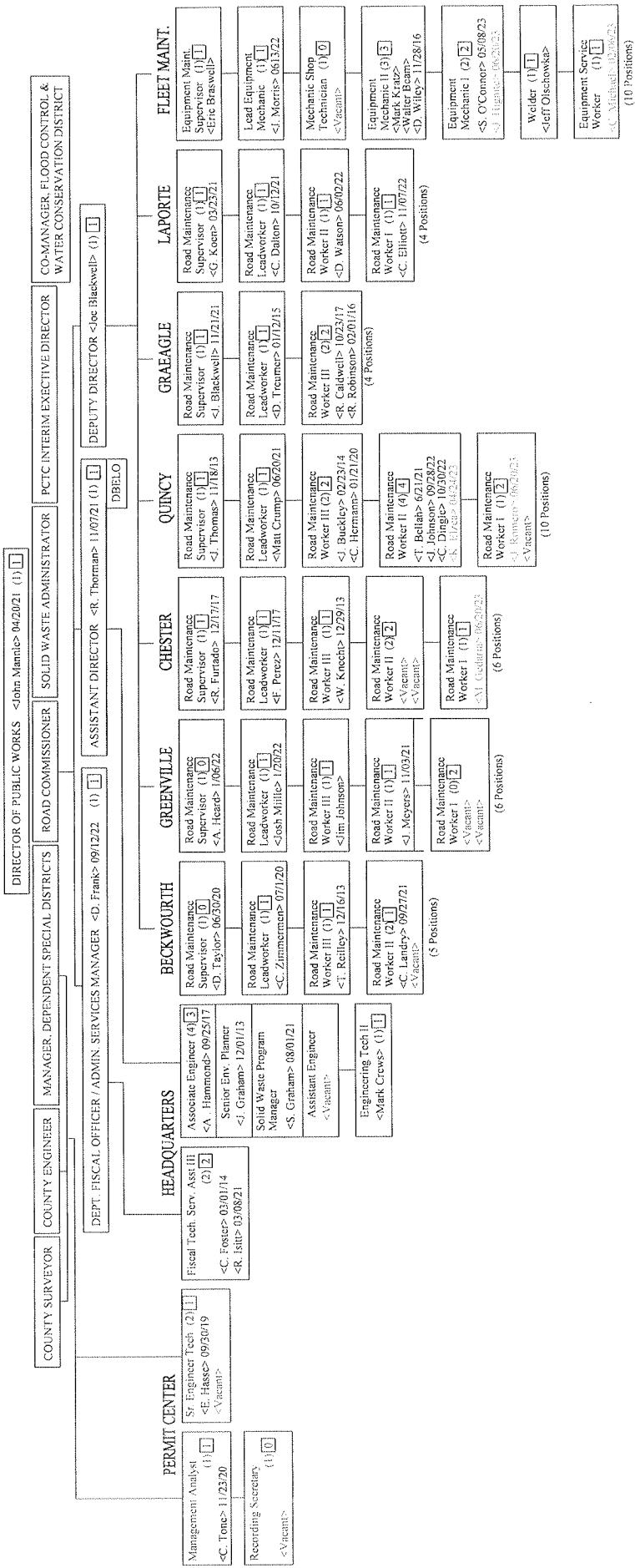
- Does the department have a reserve? **Yes** If yes, provide the activity of the department’s reserve account for the last three years?

19/20    \$0

20/21    \$0

21/22    \$0

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS  
ORGANIZATION CHART



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Director of Public Works  
Revision Date: 07/05/23



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

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

**FROM:**

**MEETING DATE:** July 18, 2023

**SUBJECT:** **Approve and authorize no contract payment of \$2,580.00 to SIYAN Clinical Corporation; discussion and possible action.**

---

**Recommendation:**

It is respectfully requested the Board of Supervisors approve and authorize \$2580.00 no contract payment to SIYAN Clinical Corporation

**Background and Discussion:**

This charge of \$2580.00 SIYAN Clinical Corporation for mental health doctor fees for specialty services. This fiscal year, Behavioral Health has made payments exceeding the \$999.99 limit per vendor, working without a contract. Behavioral Health is respectfully requesting payment approval.

**Action:**

. It is respectfully requested the Board of Supervisors approve and authorize \$2580.00 no contract payment to SIYAN Clinical Corporation

**Fiscal Impact:**

No impact to the general fund

**Attachments:**

1. 3453\_001



# HEALTH INSURANCE CLAIM FORM

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

PLUMAS COUNTY  
270 COUNTY HOSPITAL RD STE 109,  
QUINCY, CA 95971-9173

PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER (Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#) (ID#)												2. PATIENT'S NAME (Last Name, First Name, Middle Initial)			3. PATIENT'S BIRTH DATE SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>			4. INSURED'S NAME (Last Name, First Name, Middle Initial)		
5. PATIENT'S ADDRESS CITY: <input type="text"/> STATE: CA												6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>			7. INSURED'S ADDRESS (No. Street)					
8. RESERVED FOR NUCC USE												CITY: <input type="text"/> STATE: CA								
ZIP CODE: <input type="text"/> TELEPHONE (Include Area Code) <input type="text"/>			ZIP CODE: <input type="text"/> TELEPHONE (Include Area Code) <input type="text"/>																	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)												10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			11. INSURED'S POLICY GROUP OR FECA NUMBER					
a. OTHER INSURED'S POLICY OR GROUP NUMBER												b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			a. INSURED'S DATE OF BIRTH SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>					
b. RESERVED FOR NUCC USE												c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			b. OTHER CLAIM ID (Designated by NUCC)					
c. RESERVED FOR NUCC USE												10d. CLAIM CODES (Designated by NUCC)			c. INSURANCE PLAN NAME OR PROGRAM NAME PLUMAS COUNTY					
d. INSURANCE PLAN NAME OR PROGRAM NAME												d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			If yes, complete items 9, 9a, and 9d.					
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.												13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.								
Signature on File												06/26/23			Signature on File					
SIGNED												DATE			SIGNED					
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.				15. OTHER DATE QUAL.				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM: <input type="text"/> TO: <input type="text"/>												
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. <input type="text"/> 17b. <input type="text"/> NPI				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES 06 14 23 Y FROM: <input type="text"/> TO: <input type="text"/>																
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)												20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO								
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) F39												22. RESUBMISSION CODE ORIGINAL REF. NO.								
A. <input type="text"/> B. <input type="text"/> C. <input type="text"/> D. <input type="text"/> E. <input type="text"/> F. <input type="text"/> G. <input type="text"/> H. <input type="text"/> I. <input type="text"/> J. <input type="text"/> K. <input type="text"/> L. <input type="text"/>				23. PRIOR AUTHORIZATION NUMBER																
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY 06 14 23 06 14 23				B. PLACE OF SERVICE EMG C. C. PROCEDURES, SERVICES, OR SUPPLIES CPT/HCPCS D. MODIFIER 99223				E. DIAGNOSIS POINTER 0			F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. TO QUAL. J. RENDERING PROVIDER ID. # 400 00 1 NPI 1588192389									
25. FEDERAL TAX I.D. NUMBER 270445909				26. PATIENT'S ACCOUNT NO. <input type="text"/>				27. ACCEPT ASSIGNMENT? For govt. claims, see back <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			28. TOTAL CHARGE \$ 400 00 29. AMOUNT PAID \$ 0 00 30. Rsvd for NUCC Use 707 206-7268									
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS I certify that the statements on the reverse apply to this bill and are made a part thereof; Signature on File ANDREA A KUMMER, DO, DO 06/26/23												32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923			33. BILLING PROVIDER INFO & PH # SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691					
34. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS I certify that the statements on the reverse apply to this bill and are made a part thereof; Signature on File ANDREA A KUMMER, DO, DO 06/26/23												35. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS I certify that the statements on the reverse apply to this bill and are made a part thereof; Signature on File ANDREA A KUMMER, DO, DO 06/26/23								

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION



HEALTH INSURANCE CLAIM FORM 102-12  
JUN 2023

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

PLUMAS COUNTY  
270 COUNTY HOSPITAL RD STE 109,  
QUINCY, CA 95971-9173

PICA

1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)	OTHER (ID#)	1a. INSURED (For Program in Item 1)
2. PATIENT'S NAME [REDACTED] a. initial)		3. PATIENT'S BIRTH [REDACTED]		SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>		4. INSURED'S NAME (Last Name, First Name, Middle Initial) [REDACTED]	
5. PATIENT'S ADDRESS (No. Street) [REDACTED]		6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S GROUP NUMBER [REDACTED]		8. RESERVED FOR NUCC USE [REDACTED]	
9. CITY [REDACTED]		STATE [REDACTED]		10. ZIP CODE [REDACTED]		11. STATE [REDACTED]	
12. TELEPHONE (Include Area Code) [REDACTED]		13. TELEPHONE (Include Area Code) [REDACTED]		14. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) [REDACTED]		15. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> b. AUTO ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> c. OTHER ACCIDENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
16. OTHER RESERVED FOR NUCC USE [REDACTED]		17. INSURED'S POLICY GROUP OR FECA NUMBER [REDACTED]		18. INSURED'S DATE OF BIRTH [REDACTED]		19. SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
19. RESERVED FOR NUCC USE [REDACTED]		20. RESERVED FOR NUCC USE [REDACTED]		21. OTHER CLAIM ID (Designated by NUCC) [REDACTED]		22. INSURANCE PLAN NAME OR PROGRAM NAME PLUMAS COUNTY	
23. INSURANCE PLAN NAME OR PROGRAM NAME [REDACTED]		24. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If yes, complete items 9, 9a, and 9d.		25. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If yes, complete items 9, 9a, and 9d.		26. RESERVED FOR NUCC USE [REDACTED]	

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.  
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim, I also request payment of government benefits either to myself or to the party who accepts assignment below.

Signature on File

06/22/23

SIGNED

DATE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.		15. OTHER DATE QUAL. MM DD YY		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM TO	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. [REDACTED] 17b. NPI [REDACTED]		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES 06 19 23 YY FROM TO		19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) [REDACTED]	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) F329		22. OUTSIDE LAB? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		23. PRIOR AUTHORIZATION NUMBER [REDACTED]	
A. [REDACTED] B. [REDACTED] C. [REDACTED] D. [REDACTED] E. [REDACTED] F. [REDACTED] G. [REDACTED] H. [REDACTED] I. [REDACTED] J. [REDACTED] K. [REDACTED] L. [REDACTED]		24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE EMG C. CPT/HCPCS D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID# J. RENDERING PROVIDER ID. #		25. FEDERAL TAX ID. NUMBER 270445909 SSN EIN X	
26. PATIENT'S DOCUMENT NO. [REDACTED]		27. ACCEPT ASSIGNMENT? X or cov. claims, see back! YES <input type="checkbox"/> NO <input type="checkbox"/>		28. TOTAL CHARGE \$ 310 00 29. AMOUNT PAID \$ 0 00 30. Rsvd for NUCC Use 707 206-7268	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on this form apply to this bill and are made a part thereof.) Signature on File TIFFANY FIGUERO, PMHNP, JUN 22/23 SIGNED DATE		32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923		33. BILLING PROVIDER INFO & PH # SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691 a. 1568732972	



# HEALTH INSURANCE CLAIM FORM

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

PLUMAS COUNTY  
270 COUNTY HOSPITAL RD STE 109,  
QUINCY, CA 95971-9173

PICA

<input type="checkbox"/> PICA <input type="checkbox"/> MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA <input type="checkbox"/> OTHER										1. INSURED'S I.D. NUMBER		(For Program in Item 1)		
<input type="checkbox"/> (Medicare#) <input type="checkbox"/> (Medicaid#) <input type="checkbox"/> (ID#DoD#) <input type="checkbox"/> (Member ID#) <input type="checkbox"/> (ID#)					<input type="checkbox"/> BLK LUNG <input checked="" type="checkbox"/> (ID#)					<input type="checkbox"/> (ID#)				
<b>2. CITY</b> [REDACTED] <b>3. STATE</b> [REDACTED]					<b>4. PATIENT'S BIRTH DATE</b> [REDACTED] <b>SEX</b> <input checked="" type="checkbox"/> F					<b>5. INSURED'S NAME</b> [REDACTED] <b>6. PATIENT RELATIONSHIP TO INSURED</b> [REDACTED]				
<b>7. CITY</b> [REDACTED] <b>8. STATE</b> [REDACTED]					<b>9. ZIP CODE</b> [REDACTED] <b>10. RESERVED FOR NUCC USE</b> [REDACTED]					<b>11. INSURED'S I.D. NUMBER</b> [REDACTED]				
<b>12. OTHER INSURED'S NAME</b> (Last Name, First Name, Middle Initial) [REDACTED]					<b>13. OTHER INSURED'S POLICY OR GROUP NUMBER</b> [REDACTED]					<b>14. INSURED'S POLICY GROUP OR FECA NUMBER</b> [REDACTED]				
<b>15. OTHER INSURED'S DATE OF BIRTH</b> [REDACTED] <b>SEX</b> <input type="checkbox"/> M <input checked="" type="checkbox"/> F					<b>16. OTHER CLAIM ID (Designated by NUCC)</b> [REDACTED]					<b>17. INSURANCE PLAN NAME OR PROGRAM NAME</b> <b>PLUMAS COUNTY</b>				
<b>18. INSURANCE PLAN NAME OR PROGRAM NAME</b> <b>PLUMAS COUNTY</b>					<b>19. IS THERE ANOTHER HEALTH BENEFIT PLAN?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					<i>If yes, complete items 9, 9a, and 9d.</i>				
<b>20. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE</b> I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.					<b>21. SIGNATURE ON FILE</b> <b>06/26/23</b>					<b>22. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE</b> I authorize payment of medical benefits to the undersigned physician or supplier for services described below.				
<b>23. DATE</b> <b>06/26/23</b>					<b>24. DATE</b> <b>06/26/23</b>					<b>25. OUTSIDE LAB?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <b>\$ CHARGES</b>				
<b>26. DATE</b> <b>06/26/23</b>					<b>27. OTHER DATE</b> <b>06/26/23</b>					<b>28. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION</b> <b>FROM</b> <b>06/20/23</b> <b>TO</b> <b>06/20/23</b>				
<b>29. NAME OF REFERRING PROVIDER OR OTHER SOURCE</b> <b>F329</b>					<b>30. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES</b> <b>FROM</b> <b>06/20/23</b> <b>TO</b> <b>06/20/23</b>					<b>29. PRIOR AUTHORIZATION NUMBER</b> <b>0</b>				
<b>31. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)</b> <b>F329</b>					<b>32. OUTSIDE LAB?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <b>\$ CHARGES</b>					<b>33. RESUBMISSION CODE</b> <b>ORIGINAL REF. NO.</b>				
<b>34. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY</b> Relate A-L to service line below (24E) <b>ICD Ind.</b> <b>0</b>					<b>35. PROCEDURES, SERVICES, OR SUPPLIES</b> <b>From</b> <b>06/20/23</b> <b>To</b> <b>06/20/23</b> <b>PLACE OF SERVICE</b> <b>EMG</b> <b>CPT/HCPCS</b> <b>MODIFIER</b> <b>DIAGNOSIS</b> <b>POINT</b>					<b>36. RENDERING PROVIDER ID. #</b> <b>1174011928</b>				
<b>37. FEDERAL TAX I.D. NUMBER</b> <b>270445909</b> <b>SSN EIN</b> <input type="checkbox"/> <input checked="" type="checkbox"/>					<b>38. ACCEPT ASSIGNMENT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					<b>39. TOTAL CHARGE</b> <b>310.00</b> <b>40. AMOUNT PAID</b> <b>0.00</b> <b>41. Rsvd for NUCC Use</b> <b>707-206-7268</b>				
<b>42. SIGNATURE OF PHYSICIAN OR SUPPLIER</b> <b>TIFFANY FIGUERO, PMHNP</b> <i>I certify that the statements on the reverse apply to this bill and are made a part thereof.</i>					<b>43. SERVICE FACILITY LOCATION INFORMATION</b> <b>AURORA HOSPITAL</b> <b>1287 FULTON ROAD</b> <b>SANTA ROSA, CA 95401-4923</b>					<b>44. BILLING PROVIDER INFO &amp; PH#</b> <b>SIYAN CLINICAL CORPORATION</b> <b>480 TESCONI CIR STE B</b> <b>SANTA ROSA, CA 95401-4691</b>				
<b>45. SIGNATURE</b> <b>06/26/23</b> <b>DATE</b>					<b>46. SIGNATURE</b> <b>1922378215</b> <b>DATE</b>					<b>47. SIGNATURE</b> <b>1568732972</b> <b>DATE</b>				



# HEALTH INSURANCE CLAIM FORM

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

PLUMAS COUNTY  
270 COUNTY HOSPITAL RD STE 109,  
QUINCY, CA 95971-9173

PICA

1. PICA											
1. MEDICARE (Medicare#)	2. MEDICAID (Medicaid#)	3. TRICARE (ID#/DoD#)	4. CHAMPVA (Member ID#)	5. GROUP HEALTH PLAN (ID#)	6. FECA BLK LUNG (ID#)	7. OTHER (ID#)	8. INSURED'S I.D. NUMBER	(For Program in Item 1)			
9. PATIENT'S NAME (Last Name, First Name, Middle Initial)				10. PATIENT'S SEX				11. INSURED'S NAME (Last Name, First Name, Middle Initial)			
12. PATIENT'S ADDRESS				13. PATIENT'S CITY STATE				14. INSURED'S CITY STATE			
15. CITY				16. STATE				17. CITY			
18. ZIP CODE				19. TELEPHONE (Include Area Code)				20. TELEPHONE (Include Area Code)			
21. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				22. IS PATIENT'S CONDITION RELATED TO:				23. INSURED'S POLICY GROUP OR FECA NUMBER			
a. OTHER INSURED'S POLICY OR GROUP NUMBER				a. EMPLOYMENT? (Current or Previous)				a. INSURED'S DATE OF BIRTH			
b. RESERVED FOR NUCC USE				b. AUTO ACCIDENT?				b. OTHER CLAIM ID (Designated by NUCC)			
c. RESERVED FOR NUCC USE				c. OTHER ACCIDENT?				c. INSURANCE PLAN NAME OR PROGRAM NAME			
d. INSURANCE PLAN NAME OR PROGRAM NAME				10d. CLAIM CODES (Designated by NUCC)				d. IS THERE ANOTHER HEALTH BENEFIT PLAN?			
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.											
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.											
Signature on File						06/26/23					
SIGNED						DATE					
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.				15. OTHER DATE QUAL. MM DD YY				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY			
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE				17a. NPI				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 06 21 23 TO 06 21 23			
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)											
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0											
F329 A. B. C. D. E. F. G. H. I. J. K. L.											
24. a. DATE(S) OF SERVICE From MM DD YY		To MM DD YY		b. PLACE OF SERVICE EMG		c. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS		e. DIAGNOSIS POTTER		f. \$ CHARGES	
06 21 23		06 21 23		51		99232		A		160 00 1	
06 21 23		06 21 23		51		90833		A		150 00 1	
25. FEDERAL TAX ID. NUMBER SSN EIN 270445909											
26. PATIENT'S ACCOUNT NO.											
27. ACCEPT ASSIGNMENT? For govt. claims, see back YES NO											
28. TOTAL CHARGE \$ 310 00 29. AMOUNT PAID \$ 0 00 30. Revd for NUCC Use 707 206-7268											
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)											
Signature on File TIFFANY FIGUERO, PMHNP, 06/26/23											
32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923											
33. BILLING PROVIDER INFO & PH # SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691											
34. 1568732972											



# HEALTH INSURANCE CLAIM FORM

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

PLUMAS COUNTY  
270 COUNTY HOSPITAL RD STE 109,  
QUINCY, CA 95971-9173

PICA

(For Program in Item 1)

1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA <input type="checkbox"/> BLK LUNG <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> (Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#) (ID#)										2. PATIENT'S NAME (Last Name, First Name, Middle Initial) (Last Name, First Name, Middle Initial) 3. PATIENT'S BIRTH DATE (MM DD YY) <input type="checkbox"/> M <input checked="" type="checkbox"/> F <input type="checkbox"/> 4. INSURED'S NAME (Last Name, First Name, Middle Initial) (Last Name, First Name, Middle Initial)							
5. PATIENT'S ADDRESS STATE <b>CA</b> 6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spousa <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>																	
7. ZIP CODE <input type="checkbox"/> TELEPHONE (Include Area Code) ( ) - 8. RESERVED FOR NUCC USE CITY <input type="checkbox"/> STATE <b>CA</b>										9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) a. OTHER INSURED'S POLICY OR GROUP NUMBER b. RESERVED FOR NUCC USE c. RESERVED FOR NUCC USE d. INSURANCE PLAN NAME OR PROGRAM NAME							
10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State) c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										11. INSURED'S POLICY GROUP OR FECA NUMBER a. INSURED <input type="checkbox"/> SEX <b>M</b> <input type="checkbox"/> F <input checked="" type="checkbox"/> b. OTHER CLAIM ID (Designated by NUCC) c. INSURANCE PLAN NAME OR PROGRAM NAME <b>PLUMAS COUNTY</b>							
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. <b>Signature on File</b> SIGNED <b>06/27/23</b> DATE										d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d. 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. <b>Signature on File</b> SIGNED							
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL. <input type="checkbox"/> 15. OTHER DATE MM DD YY QUAL. <input type="checkbox"/>										16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY							
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. <input type="checkbox"/> 17b. NPI <input type="checkbox"/>										18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM <b>06 22 23</b> Y TO <b>06 22 23</b> Y							
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) <b>F329</b>										20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES							
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. <b>0</b> A. <input type="checkbox"/> B. <input type="checkbox"/> C. <input type="checkbox"/> D. <input type="checkbox"/> E. <input type="checkbox"/> F. <input type="checkbox"/> G. <input type="checkbox"/> H. <input type="checkbox"/> I. <input type="checkbox"/> J. <input type="checkbox"/> K. <input type="checkbox"/> L. <input type="checkbox"/>										22. RESUBMISSION CODE <input type="checkbox"/> ORIGINAL REF. NO.							
24. a. DATE(S) OF SERVICE From MM DD YY To MM DD YY b. PLACE OF SERVICE <input type="checkbox"/> EMG C. <input type="checkbox"/> D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS e. MODIFIER <input type="checkbox"/> f. DIAGNOSIS POINTERS										F. <input type="checkbox"/> \$ CHARGES G. <input type="checkbox"/> DAYS OR UNITS H. <input type="checkbox"/> EPSDT Family Plan I. <input type="checkbox"/> ID. QUAL. J. RENDERING PROVIDER ID. #							
<b>1</b> <b>06 22 23</b>		<b>06 22 23</b>		<b>51</b>		<b>99232</b>		<b>A</b>		<b>160 00</b>		<b>1</b>		<b>1174011928</b>			
<b>2</b> <b>06 22 23</b>		<b>06 22 23</b>		<b>51</b>		<b>90833</b>		<b>A</b>		<b>150 00</b>		<b>1</b>		<b>1174011928</b>			
<b>3</b>														<b>NPI</b>			
<b>4</b>														<b>NPI</b>			
<b>5</b>														<b>NPI</b>			
<b>6</b>														<b>NPI</b>			
25. FEDERAL TAX ID. NUMBER <b>270445909</b> SSN EIN <input type="checkbox"/> <b>X</b>										26. <input type="checkbox"/> <b>27. ACCEPT ASSIGNMENT?</b> <input checked="" type="checkbox"/> For govt. claims, see back YES <input type="checkbox"/> NO				28. TOTAL CHARGE <b>310 00</b> 29. AMOUNT PAID <b>0 00</b> 30. Rsvd for NUCC Use <b>707 206-7268</b>			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) <b>Signature on File</b> <b>TIFFANY FIGUERO, PMHNP</b>										32. SERVICE FACILITY LOCATION INFORMATION <b>AURORA HOSPITAL</b> <b>1287 FULTON ROAD</b> <b>SANTA ROSA, CA 95401-4923</b>				33. BILLING PROVIDER INFO & PH # <b>(707) 206-7268</b> <b>SIYAN CLINICAL CORPORATION</b> <b>480 TESCONI CIR STE B</b> <b>SANTA ROSA, CA 95401-4691</b>			
34. SIGNED <b>06/27/23</b> DATE										35. PLEASE PRINT OR TYPE <b>1922378215</b> lb.				36. APPROVED OMB 0938-1197 FORM 1500 (02-12)			





# HEALTH INSURANCE CLAIM FORM

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

PLUMAS COUNTY  
270 COUNTY HOSPITAL RD STE 109,  
QUINCY, CA 95971-9173

PICA

1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> (ID#) <input type="checkbox"/> (Medicare#) <input type="checkbox"/> (Medicaid#) <input type="checkbox"/> (ID#/DoD#) <input type="checkbox"/> (Member ID#) <input type="checkbox"/> (ID#) <input checked="" type="checkbox"/> (ID#) <input type="checkbox"/> (ID#)										1a. INSURED'S ID NUMBER (For Program in Item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)  <b>PATIENT'S NAME</b> [REDACTED]										3. PATIENT'S BIRTH DATE [REDACTED] M <input type="checkbox"/> F <input checked="" type="checkbox"/> 4. INSURED'S MIDDLE NAME (Last Name, First Name, Middle Initial) [REDACTED]	
5. CITY <input type="checkbox"/> STATE <b>CA</b>										6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>	
7. ZIP CODE <input type="checkbox"/> TELEPHONE (Include Area Code) [REDACTED] ( ) -										8. RESERVED FOR NUCC USE  [REDACTED]	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)  a. OTHER INSURED'S POLICY OR GROUP NUMBER [REDACTED]										10. IS PATIENT'S CONDITION RELATED TO:  a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE  c. RESERVED FOR NUCC USE  d. INSURANCE PLAN NAME OR PROGRAM NAME <b>PLUMAS COUNTY</b>										b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State) c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
11. INSURED'S POLICY GROUP OR FECA NUMBER  a. INSURED'S POLICY GROUP OR FECA NUMBER [REDACTED] M <input type="checkbox"/> F <input checked="" type="checkbox"/>										12. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.	
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.										Signature on File SIGNED	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.										15. OTHER DATE MM DD YY QUAL.	
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM [REDACTED] TO [REDACTED]										17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. [REDACTED] 17b. NPI	
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES 06 24 23 Y FROM [REDACTED] TO [REDACTED]										19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)  21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. <b>F329</b> A. [REDACTED] B. [REDACTED] C. [REDACTED] D. [REDACTED] E. [REDACTED] F. [REDACTED] G. [REDACTED] H. [REDACTED] I. [REDACTED] J. [REDACTED] K. [REDACTED] L. [REDACTED]	
20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO										\$ CHARGES 22. RESUBMISSION CODE ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER [REDACTED]										24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE EMG C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS E. DIAGNOSIS MODIFIER POINTER	
<b>06 24 23</b>		<b>06 24 23</b>		<b>51</b>		<b>99232</b>		<b>A</b>		<b>160 00</b>	<b>1</b>
<b>25. FEDERAL TAX ID NUMBER</b> <b>270445909</b>		<b>SSN EIN</b> <input checked="" type="checkbox"/>		<b>26. PATIENT'S ACCOUNT NO.</b> [REDACTED]		<b>27. ACCEPT ASSIGNMENT?</b> <small>or govt. claims, see back</small> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>28. TOTAL CHARGE</b> <b>160 00</b>		<b>29. AMOUNT PAID</b> <b>0 00</b>	
30. Rsvd for NUCC Use <b>707-206-7268</b>											
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS <small>I certify that the statements on the reverse          apply to this bill and are made a part thereof.</small> <b>Signature on File</b> <b>GENEVIE KNEIR, NP, NP</b> <b>06/27/23</b>											
32. SERVICE FACILITY LOCATION INFORMATION <b>AURORA HOSPITAL</b> <b>1287 FULTON ROAD</b> <b>SANTA ROSA, CA 95401-4923</b>											
33. BILLING PROVIDER INFO & PH# <b>SIYAN CLINICAL CORPORATION</b> <b>480 TESCONI CIR STE B</b> <b>SANTA ROSA, CA 95401-4691</b>											

SIGNED  DATE

NUCC Instruction Manual available at [www.nucc.org](http://www.nucc.org)

PLEASE PRINT OR TYPE

08061362

APPROVED DMG-008-197 FORM 1500 (02-12)

PATIENT AND INSURED INFORMATION

CARRIER

PHYSICIAN OR SUPPLIER INFORMATION



# HEALTH INSURANCE CLAIM FORM

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

PLUMAS COUNTY  
270 COUNTY HOSPITAL RD STE 109,  
QUINCY, CA 95971-9173

PICA

carrier

1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> (Medicare#) (Medicaid#) (ID#DoD#) (Member ID#) (ID#) (ID#)										(For Program in Item 1)		
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) <input type="checkbox"/> M <input checked="" type="checkbox"/> F										4. INSURED'S NAME (Last Name, Middle Initial)		
5. PATIENT'S ADDRESS <input type="checkbox"/> STATE <input type="checkbox"/> ZIP CODE										6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		
7. INSURED'S POLICY GROUP OR FECA NUMBER <input type="checkbox"/> STATE <input type="checkbox"/> ZIP CODE										8. RESERVED FOR NUCC USE <input type="checkbox"/> TELEPHONE (Include Area Code) ( ) -		
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)										10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State) c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
a. OTHER INSURED'S POLICY OR GROUP NUMBER										11. INSURED'S POLICY GROUP OR FECA NUMBER a. INSURED'S DATE OF BIRTH <input type="checkbox"/> SEX M <input type="checkbox"/> F		
b. RESERVED FOR NUCC USE										b. OTHER CLAIM ID (Designated by NUCC) c. INSURANCE PLAN NAME OR PROGRAM NAME PLUMAS COUNTY		
c. RESERVED FOR NUCC USE										d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.		
d. INSURANCE PLAN NAME OR PROGRAM NAME										13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.		
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM. 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.										Signature on File SIGNED DATE 06/27/23		
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL										15. OTHER DATE QUAL MM DD YY FROM MM DD YY TO MM DD YY		
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY										17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. <input type="checkbox"/> 17b. NPI		
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 06 25 23 TO 06 25 23										19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		
20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES										21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0 F329 A. <input type="checkbox"/> B. <input type="checkbox"/> C. <input type="checkbox"/> D. <input type="checkbox"/> E. <input type="checkbox"/> F. <input type="checkbox"/> G. <input type="checkbox"/> H. <input type="checkbox"/> I. <input type="checkbox"/> J. <input type="checkbox"/> K. <input type="checkbox"/> L. <input type="checkbox"/>		
22. RESUBMISSION CODE										23. PRIOR AUTHORIZATION NUMBER		
24. a. DATE(S) OF SERVICE From MM DD YY To MM DD YY b. PLACE OF SERVICE EMG c. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS d. MODIFIER										e. DIAGNOSIS PENTER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL. J. RENDERING PROVIDER ID. #		
06 25 23 06 25 23 51 99232										a. 160.00 1 NPI b. 1760922017 NPI c. NPI d. NPI e. NPI f. NPI g. NPI h. NPI i. NPI j. NPI		
25. FEDERAL TAX ID. NUMBER <input type="checkbox"/> SSN EIN 270445909										26. 27. ACCEPT ASSIGNMENT? For govt. claims, see back YES <input checked="" type="checkbox"/> NO		
28. TOTAL CHARGE \$ 160.00										29. AMOUNT PAID \$ 0.00 30. Rsvd for NUCC Use 707-206-7268		
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)										32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923		
Signature on File GENEVIE KNEIR, NP, NP 06/27/23										33. BILLING PROVIDER INFO & PH # SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691		
SIGNED DATE										34. 1568732972		



## HEALTH INSURANCE CLAIM FORM

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

PLUMAS COUNTY  
270 COUNTY HOSPITAL RD STE 109,  
QUINCY, CA 95971-9173

PIGA

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION



**PLUMAS COUNTY  
ENVIRONMENTAL HEALTH DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Rob Robinette, Director of Environmental Health

**MEETING DATE:** July 18, 2023

**SUBJECT:** Adopt a **RESOLUTION** authorizing the Interim Director of Environmental Health to Apply for and Receive grant Funds from the California Governor's Office of Emergency Services - Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of \$25,000.00; approved as to form by County Counsel; discussion and possible action. Roll call vote

---

**Recommendation:**

APPROVE AND AUTHORIZE THE INTERIM DIRECTOR OF ENVIRONMENTAL HEALTH TO APPLY FOR AND RECEIVE GRANT FUNDS FROM CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES – HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT PROGRAM

**Background and Discussion:**

Plumas County Environmental Health Department has need of updating the hazardous materials commodity flow study and conduct a tabletop exercise to be adequately aware of the risks and potential events associated with hazardous materials passing through the County. Staff found this opportunity and with our limited capacity this is the best way to conduct the Commodity Flow Study.

**Action:**

APPROVE AND AUTHORIZE THE INTERIM DIRECTOR OF ENVIRONMENTAL HEALTH TO APPLY FOR AND RECEIVE GRANT FUNDS FROM CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES – HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT PROGRAM

**Fiscal Impact:**

None to General Fund.

**Attachments:**

1. Resolution HMEP Grant funds CC Approved 2023
2. 2023-24-HMEP-Planning-Subgrant-Funding-Announcement-2

PLUMAS COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. 23-

RESOLUTION TO APPROVE AND AUTHORIZE THE INTERIM DIRECTOR OF ENVIRONMENTAL HEALTH TO  
APPLY FOR, RECEIVE, AND COMMIT GRANT FUNDS FROM CALIFORNIA GOVERNOR'S OFFICE OF  
EMERGENCY SERVICES – HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) GRANT  
PROGRAM

WHEREAS, The Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005 authorizes the U.S. Department of Transportation (DOT) to provide assistance to public sector employees through training and planning awards to States and makes funding available to States through the Hazardous Materials Emergency Preparedness (HMEP) Grant Program and is authorized under 49 United States Code (U.S.C.) § 5116; and

WHEREAS, The California Governor's Office of Emergency Services (Cal OES) is the state's administering agency for passing the HMEP Grant funds through to the Local Emergency Planning Committees (LEPC) and eligible applicants within the LEPC regions; and

WHEREAS, The California Governor's Office of Emergency Services (Cal OES) anticipates that \$243,534 will be available for HMEP grants and expects individual grants to vary between \$5,000 and \$25,000 based on interest, alignment with identified funding priorities, and need being addressed by project; and

WHEREAS, Plumas County Environmental Health Department has need of updating the hazardous materials commodity flow study and conduct a tabletop exercise to be adequately aware of the risks and potential events associated with hazardous materials passing through the county and is eligible for the Cal OES 2023-24 HMEP Planning Subgrant Program.

WHEREAS, the grant application requires an authorized agent to be identified who has the ultimate responsibility for the project and who has the legal authority to commit funds on behalf of the applicant,

NOW, THEREFORE, BE IT RESOLVED, the Plumas County Board of Supervisors does hereby approve, authorize, and designate the Interim Director of Environmental Health to apply for, receive, and commit grant funds from California Governor's Office Of Emergency Services – Hazardous Materials Emergency Preparedness (HMEP) Grant Program.

The foregoing was duly passed and adopted by the Board of supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 18th day of July 2023, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

---

Dwight Ceresola, Chair  
Board of Supervisors

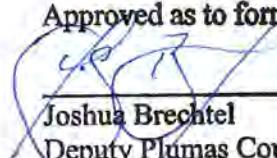
ATTEST:

---

Heidi White  
Clerk of the Board of Supervisors

DATE:

Approved as to form;



Joshua Brechtel  
Deputy Plumas County Counsel



**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES



---

# FUNDING ANNOUNCEMENT

---

## 2023-24 Hazardous Materials Emergency Preparedness (HMEP) Planning Subgrant Program

This document is intended to guide eligible applicants in applying for planning subgrants under the Cal OES HMEP Grant Program.

**Federal Awarding Agency Name:** U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (US DOT/PHMSA)

**Funding Opportunity Name:** Cal OES Hazardous Materials Emergency Preparedness (HMEP) Planning Subgrant

**Announcement Type:** Initial Solicitation

**Federal Funding Opportunity Number (States and Territories):**

**Catalog of Federal Domestic Assistance Number:** 20.703

**Key Dates:** The deadline for submission is July 31, 2023

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# Section One – Program Description

## Program Overview

The Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005 authorizes the U.S. Department of Transportation (DOT) to provide assistance to public sector employees through training and planning awards to States, Territories, and federally recognized Native American Tribes for emergency response. The US DOT's Pipeline and Hazardous Materials Safety Administration (PHMSA) makes some of this funding available to States, Territories, and federally recognized Tribal Governments through the Hazardous Materials Emergency Preparedness (HMEP) Grant Program. The California Governor's Office of Emergency Services (Cal OES) is the state's administering agency for passing the HMEP Grant funds through to the Local Emergency Planning Committees (LEPC) and eligible applicants within the LEPC regions.

The purpose of this program is to increase State, Territorial, Tribal, and local effectiveness in safely and efficiently handling hazardous materials incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations. The HMEP grant program is authorized under 49 United States Code (U.S.C.) § 5116 and is governed by program regulations at 49 Code of Federal Regulations (CFR) Part 110 and Federal grants administration regulations, now organized at 2 CFR Part 200.

Planning and training are the two components of the HMEP grant program. Funding is being made available for eligible planning activities only. Hazardous materials (HazMat) training tuition grants are made available to public agency responders through the LEPC.

HMEP Planning Grant Subawards can be used for HazMat transportation emergency response preparedness activities, including developing, improving, and carrying out emergency plans under the Emergency Planning and Community Right-To-Know Act of 1986 (42 U.S.C. 11001 et seq.), and ascertaining flow patterns of hazardous material on lands under the jurisdiction of a State or Native American tribe, and between lands under the jurisdiction of a State or tribe and lands of another State or tribe.

## Funding Priorities

For the 2023-24 grant cycle, and subsequent cycles moving forward, applicants are encouraged to allocate funding toward developing or revising emergency plans to account for bulk transportation of energy products by rail and over the

road. Applicants are also encouraged to conduct commodity flow studies or other HazMat transportation hazard analyses to determine the frequency and quantity of HazMat shipments being transported through local communities and assessing the degree to which emergency responders are trained to respond appropriately to incidents involving bulk shipments of energy products as well as other hazardous materials.

When drafting applications, Cal OES encourages applicants to consider the following topics:

- Current risk involving transport of energy products such as crude oil, ethanol, and liquefied natural gas (LNG);
- Current state of operational readiness/capability;
- Familiarity with bulk shippers' emergency response plans/procedures;
- Available training resources (sources, accessibility, gaps in training); and
- Needs of emergency responders/public safety agencies.

For more information, please visit [PHMSA's Safe Transportation of Energy Products \(STEP\) program](#) website and the [Cal OES HazMat Section](#) webpage.

## Section Two – Subaward Information

### Funding Availability and Number of Expected Awards

Subject to actual federal HMEP Planning award funding amount and a state budget, Cal OES plans to make at least \$242,534 in funding available to LEPCs and eligible applicants within the LEPC Regions this grant cycle. The expected amount of individual subawards will typically range from \$5,000 to \$25,000 and between 4 and 10 Planning projects are funded each year.

### Project and Budget Periods

Funding is not available until the State's grant project period begins, which is anticipated to be September 30, 2023. Subrecipients cannot incur costs toward their project until the Grant Subaward Face Sheet (GSAFS) is returned to and executed by Cal OES. If the GSAFS and supporting documentation are submitted to Cal OES by September 30, 2023, it is anticipated that the subrecipient project start date will be October 15, 2023. All subrecipient activities must be completed by September 15, 2024. Provisions for a one-time 30-day extension are outlined in the Terms and Conditions, and these uncommon requests will be considered on a case-by-case basis.

### Applications for Supplementation

Requests for supplementation of funding for approved projects may be considered during the 2023-24 HMEP performance period. Requests must

adequately describe how the additional activities and/or funding enhance the approved project and provide assurance that the revised project will be completed by September 15, 2024. Requests must be received by December 31, 2023.

### Funding Instrument

Cal OES will only consider grant award agreements as the funding instrument for the 2023-24 HMEP Planning Subgrant program. Cal OES may utilize contracts, purchase orders, or inter-agency agreements as funding instruments for activities conducted by Cal OES in coordination with and on behalf of LEPCs.

## **Section Three – Eligibility Information**

### Eligible Applicants

The Cal OES 2023-24 HMEP Planning Subgrant Program is open to the State of California's political subdivisions and federally recognized Tribal Governments within California that have not applied directly to US DOT/PHMSA for funding under this grant program. Political subdivisions are defined as:

"A county, municipality, city, town, township, local public authority (including any public and Indian housing agency under the United States Housing Act of 1937 (42 U.S.C. 1401 et seq.), school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under State law), any other regional or interstate government entity, or any agency or instrumentality of a local government." (49 CFR § 110.20)

### Cost Sharing or Matching

Cal OES will document the required match share for HMEP Planning Subawards.

### Other Requirements/Suspension and Debarment

Per 2 CFR § 200.212, non-Federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR § 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

## Section Four – Application and Submission Information

### Accessing Application Package

Interested eligible parties must download the application forms associated with this funding opportunity from the [Cal OES HMEP Grant](#) webpage.

### Content and Form of Application Submission

The application must use the most current forms posted on the website and be well written. Project and Budget Narratives should follow the structure and guidance in this funding opportunity announcement.

### Dun and Bradstreet Universal Numbering System (DUNS) Number and System for Award Management (SAM)

Each applicant is required to:

- Be registered in SAM before submitting its application;
- Provide a valid DUNS number on the Cal OES GSAFS, which is provided when Cal OES extends an offer of funding; and
- Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award.

If an applicant does not fully comply with these requirements, Cal OES may determine that the applicant is not qualified to receive a federal award.

### Submission Dates and Times

The final date for submission is Friday, July 31, 2023. Cal OES is not obligated to consider applications that are late and/or incomplete. A completed application package, signed by the Authorized Agent, must be submitted electronically to the Cal OES HMEP Grant Administrator at [brian.mancbo@caloes.ca.gov](mailto:brian.mancbo@caloes.ca.gov) by the final submission date.

The hard copy original pages containing an Authorized Agent signature must also be submitted and postmarked by July 31, 2023. Mail to:

California Governor's Office of Emergency Services  
Hazardous Materials Section  
Attn: Brian Mancebo  
3650 Schriever Avenue  
Mather, California 95655

After submission, Cal OES will coordinate all applications with the respective LEPCs for approval and prioritization.

## Funding Restrictions

The following costs are not eligible for reimbursement under the HMEP Grant Program:

- Expenses not related to the transportation of hazardous materials.
- Expenses claimed and or reimbursed by another program.
- Expenses counted as match funds toward another Federal program.
- Expenses that supplant existing operational funds/programs.
- Entertainment, alcohol, morale costs.
- Any costs disallowed or stated as ineligible in 2 CFR § 200.
- Excessive costs for any approved budget item.

## **Section Five – Application Review Information**

### Criteria

Applications for HMEP Planning funding must contain all the required forms, signed by the identified Authorized Agent, and Indirect Cost Rate agreement (if applicable).

- Required Forms (found on the [Cal OES HMEP Grant](#) Web page, under the HazMat – HMEP – Planning Application section):
  - Application Form
  - Designation Statement
  - Project Narrative
  - Budget Sheet
  - Budget Narrative (created by the applicant and must address each budget category)
  - Work Schedule and Deliverables Form
  - Cal OES Grant Assurances – Non-Construction Programs.
- Applicant Attachments to be submitted
  - Indirect Cost Agreement (if applicable)
  - Additional Optional Attachments (as applicable)
- Project Narrative Guidance - Include the following required elements:
  - Planning Needs Assessment - Describe the current capacity and any areas of deficiency as it concerns hazardous materials emergency preparedness planning. Address any needs for building capacity. Include: (1) An assessment of the current abilities and authorities of the applicant's program for preparedness planning; (2) A discussion of whether the applicant knows, or intends to assess, transportation flow patterns of hazardous materials within the applicant's jurisdiction and between the applicant's jurisdiction and another jurisdiction; and (3) The current degree of participation in,

or intention to assess, the need for a regional HazMat response team.

- Planning Activities - Describe the proposed activities to be undertaken during the period of performance. Explain how the proposed grant activities will increase program effectiveness and address gaps identified in the needs assessment.
- Outputs and Objectives - Include measurable outputs and objectives related to hazardous materials planning to be accomplished during the grant's period of performance.
- Planning Activity Timeline - Provide an overview of the schedule for implementing the proposed activities in the upcoming project period. Detailed benchmarks and milestones are to be listed on the Work Schedule and Deliverables Form.
- Monitoring and Evaluation - Provide a description of the monitoring and evaluation activities that will be conducted to ensure that the grant activities are successfully carried out according to the planning activity timeline. Include an explanation of quality control measures and a description of the project management oversight, including but not limited to plans, strategies, or practices to be used reach the project objectives.
- Budget Narrative Guidance. Develop a Budget Narrative in the following categories and transfer the total dollar figures to the Budget Sheet. All HMEP Share (reimbursable) costs must be detailed. Applicants should identify and request costs that are allowable, reasonable, and necessary for the successful completion of their proposed HMEP planning projects.
  - Personnel costs include the regular employee compensation for time spent working directly on the grant project. Overtime/backfill costs are not allowed. Include a list of the employees, position title/role, tasks to be completed, the estimated number of hours or percentage of time that will be dedicated to the project, hourly wage or annual salary, and total cost to the grant.
    - This category is limited to ONLY persons employed by your organization. Those not employed by your agency shall be classified as subgrants or contractors. Those individuals should be listed under the Contractual budget category.
    - Only include compensation paid for employees engaged in grant activities.
    - Costs should be consistent with that paid for similar types of work within the applicant's organization.

- Refer to 2 CFR § 200 for more information on allowable Compensation costs.
- Fringe Benefit costs are the allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. These benefits can include the cost of employer's share of FICA, health insurance, worker's compensation, and vacation. Explain how the fringe benefit amount is calculated (i.e., actual fringe benefits estimate, approved rate, etc.) and what is included in the rate used in this budget. Identify the specific benefits charged to a project and the benefit percentage of employee salary. DO NOT combine the fringe benefit costs with direct salaries and wages in the Personnel budget category.
  - Employees listed under Personnel should have corresponding Fringe Benefit amount.
  - Cal OES cannot pay Fringe Benefits for a position not listed in the Personnel section.
  - If a position will have time allocated to grant activities, the level of participation (full-time or part-time) must correspond to the Fringe Benefits charged.
  - Fringe benefits are only for the percentage of time devoted to the grant project.
  - Refer to 2 CFR § 200 for more information on allowable Fringe Benefit costs.
- Travel costs are those specifically related to the grant project. Provide the purpose, location, method of travel, number of persons traveling, number of days, and estimated cost for each trip (i.e., flights, hotel stays, rental cars, and other allowable travel costs).
  - If details of each trip are not known at the time of application submission, provide the basis for determining the amount requested.
  - Travel costs that will be charged to the grant must be in accordance with the applicant's written travel policy
  - Refer to 2 CFR § 200 for more information on allowable Travel costs.
- Equipment costs are typically not included in HMEP Planning Grant projects and may be funded at less than the 80 percent maximum reimbursement amount. Only include those items which are tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Include a description, quantity, unit price, and how it will be used on the project. If the expense is under \$5,000 per item, it belongs under "Supplies."

However, if your agency's equipment threshold is below \$5,000, provide an explanation and policy citation.

- Analyze the cost benefits of purchasing versus leasing equipment, particularly high-cost items, and those subject to rapid technical advances. List rented or leased equipment costs in the "Contractual" or "Other" category, depending upon the procurement method.
- Refer to 2 CFR § 200 for more information on allowable Equipment costs and Procurement.
- Supplies are tangible personal property other than equipment. Include the types of property in general terms. It is not necessary to document office supplies in great detail (for example: reams of paper, boxes of paperclips, etc.). A good way to document office supplies is to indicate the approximate expenditure of the unit as a whole. However, applicants should include a quantity and unit cost for larger cost supply items.
  - Refer to 2 CFR § 200 for more information on allowable Supplies costs and Procurement.
- Contractual costs are those services carried out by an individual or organization, other than the applicant, in the form of a procurement relationship. There are generally two ways to capture costs in this category: Subgrants and Contracts.
  - A subgrant is an award provided by a Grant Recipient to a subrecipient. The subrecipient carries out part of a program for which the Grant Recipient received Federal support. A subgrant may be provided through any form of legal agreement, including an agreement that the Recipient calls a contract. A subgrantee has its performance measured in relation to whether objectives of a Federal program were met; has responsibility for programmatic decision making; is responsible for adhering to applicable Federal program requirements specified in the Federal award; and, in accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
  - A contract is a legal instrument by which a Grant Recipient purchases property or services needed to carry out the project or program under an award. A contractor/ consultant provides the goods or services within normal business operations; provides similar goods or services to many different purchasers; normally operates in a competitive environment; provides goods or services that are

ancillary (necessary support to the primary activities) to the operation of the Federal program; and is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons. Include the rationale for the amount of the costs and include the specific contract goods and/or services provided and the related expenses for those goods and services. Entering the statement "contractual services" shall not be considered meeting the requirement for completing this section.

- Refer to 2 CFR § 200 for more information on allowable Professional Services (Contractual) costs and Procurement.
- Other costs do not fit any of the aforementioned categories, such as postage and printing costs, and must be itemized.
  - Refer to 2 CFR § 200 for more information on allowable costs.
- Indirect costs are incurred for common or joint objectives that benefit more than one project. The applicant must include a current and fully executed negotiated Indirect Cost Rate Proposal (ICRP) agreement in the application if claiming indirect costs. Identify the basis for the rate and ensure the rate is applied to the appropriate base in the approved agreement. If the rate will not be approved by the application due date, provide the letter of renewal or letter of request that was sent to the cognizant agency, with the proposed rate used in the application budget.
  - Refer to 2 CFR § 200 for more information on indirect costs.

NOTE: HMEP Grant funds are not to be used to purchase items or services that would otherwise be purchased with the applicant's own funds. Federal law prohibits recipients of federal funds from supplanting, or replacing state, local, or agency funds with federal funds, e.g., the grant recipient swaps funding sources without adding to, enhancing, or expanding the currently offered activities and resources. Existing funds for a project and its activities may not be displaced by federal funds and reallocated for other organizational expenses.

## Review and Selection Process

Cal OES informs the LEPCs how much overall funding is available for subawards. There is not a minimum or maximum award amount, though individual subawards typically range from \$5,000 to \$25,000. Funds may not be dispensed equitably among all the regions as distribution is based on interest, alignment with the identified funding priorities, need being addressed by the project, and prioritization by the LEPCs. Cal OES will review applications based on merit, including clarity of the project narrative and reasonableness of costs as

described in the budget narrative. Cal OES reserves the right to recommend adjustments that are beneficial to the goals of the HMEP Planning Grant program, and to offer funding at less than the requested amount. Cal OES may ask an applicant to modify its objectives, work plan, or budget and/or to provide supplemental information prior to offering an award.

Applications will be reviewed by Cal OES HazMat section staff with expertise in the HMEP Grant Program and experience with the types of activities outlined in the project proposals. Each application will be evaluated against the following criteria and determined to be exceptional, acceptable, or unacceptable.

- **Exceptional** applications demonstrate the requirements of the funding announcement are very well understood and the approach will likely result in a very high-quality performance. The application clearly addresses and exceeds requirements with no significant weaknesses. The application contains outstanding features that meet or exceed on multiple dimensions the expectations of the awarding agency. Risk of poor performance is low.
- **Acceptable** applications demonstrate the requirements of the funding announcement are understood and the proposed approach will likely result in satisfactory performance. The application addresses and meets requirements with some minor but correctable weaknesses and/or deficiencies. The application demonstrates at least minimum requisite experience, qualifications, and performance capabilities. Risk of poor performance is no more than moderate.
- **Unacceptable** applications do not meet the requirements of the funding announcement. The approach, if approved in current form, will likely result in unsatisfactory performance. The application fails to address requirements or, if it addresses or partially satisfies some requirements, major weaknesses/or deficiencies are noted. Risk of poor performance is high.

Special attention will be placed on whether the application has a coherent project narrative that follows the outline of this funding announcement, and the costs described in the budget narrative appear to be necessary, reasonable, allowable, and allocable.

Projects that address one or more of the identified funding priorities will be prioritized higher than projects that do not, should the amount of funding requested exceed the amount available.

An applicant's prior performance as an HMEP Planning Grant subrecipient will be considered and the Cal OES Grants Monitoring Division will be consulted to

understand the applicant's level of risk as a subrecipient of federal funds. Consequently, grant awards may include special terms and conditions.

Only acceptable or exceptional applications will be considered for funding. The Cal OES HazMat Section Supervisor will be the final approval authority to select successful applicants and offer awards of financial assistance. All applicants will receive notice of their application status following the review process.

### **Anticipated Announcement and Federal Award Dates**

US DOT/PHMSA plans to make awards to states in September 2023 with a proposed start date of September 30, 2023. Cal OES plans to make conditional offers of subawards in August 2023 with a proposed start date of October 15, 2023. These offers will be contingent on Cal OES receiving the expected federal funding allocation and an approved State budget.

## **Section Six – Federal Award Administration Information**

### **Federal Award Notices**

Cal OES will receive electronic notification of the receipt of a Federal Award, and upon notification, our authorized official must sign the award within the timeframe prescribed by US DOT/PHMSA. If Cal OES extends an offer of funding, the applicant will receive a Cal OES GSAFS and applicable Terms and Conditions. The GSAFS must be signed by the Authorized Agent identified in the application package to indicate acceptance of the award, and the original hard copy must be returned to Cal OES before the Project Start Date can be confirmed. If the GSAFS and any needed supporting documentation are returned to Cal OES by September 30, 2023, it is anticipated that the subrecipient project start date will be October 15, 2023. Mail the GSAFS and any other requested documents to:

California Governor's Office of Emergency Services  
Hazardous Materials Section  
Attn: Brian Mancebo  
3650 Schriever Avenue  
Mather, California 95655

### **Administrative and National Policy Requirements**

The administration of HMEP Planning Grant subawards between Cal OES and the Subrecipient will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5101 et seq.

- Program regulations found at 49 CFR § 110, Hazardous Materials Public Sector Training and Planning Grants.
- Uniform administrative requirements, cost principles, and audit requirements for Federal awards at 2 CFR § 200.
- The applicant must comply with 49 CFR § 20, "New Restrictions on Lobbying."
- The applicant must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance.
- The applicant must comply with 49 CFR § 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964."
- The applicant must comply with 49 CFR § 32, "Government wide Requirements for Drug Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988."

## Reporting

Quarterly Report - Each subrecipient is required to submit a Quarterly Performance Report and Reimbursement Request to describe the status of the project as of the end of the reporting period, which aligns with the federal fiscal year. Quarterly documentation is due no later than 10 days after the end of each reporting quarter. Subrecipients may request reimbursement monthly.

Final Report - Each subrecipient is required to submit a final Quarterly Performance Report and Reimbursement Request within 30 days of project completion, but no later than September 15 to provide the results of the award including the expenditure of all HMEP funds. If a time extension is requested in accordance with the Terms and Conditions and approved, the final quarterly report will be due as indicated in the extension approval.

## **Section Seven – Federal Awarding Agency Contacts**

### Contact

For further information from the Federal Awarding Agency, US DOT/PHMSA, contact the HMEP Grants Program group at [HMEP.Grants@dot.gov](mailto:HMEP.Grants@dot.gov) or call (202) 366-1109.

For further information from the Cal OES Acting HMEP Grant Administrator,

Email: [brian.mancebo@caloes.ca.gov](mailto:brian.mancebo@caloes.ca.gov) or call (916) 845-8292.



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** JD Moore, Director of Facility Services  
**MEETING DATE:** July 18, 2023  
**SUBJECT:** Approve and authorize the Chair to sign grant transfer deed to allow Plumas Sierra Telecommunications to set up and maintain telecom equipment located at 1400 E. Main St. in Quincy, California; discussion and possible action.

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**Recommendation:**

Approve and authorize Board Chair to sign grant transfer deed to allow Plumas Sierra Telecommunications to set up and maintain telecom equipment located at 1400 E. Main St. in Quincy, California.

**Background and Discussion:**

The easement to allow Plumas Sierra Telecommunications (PST) to set up and maintain telecom equipment was previously approved under resolution 23-8814.

The actual grant transfer deed was improperly presented to the Board without an execution page and this is the corrected version. The corrected transfer deed (attached) must be signed by the Chair and the Clerk. After the Chair has signed and the Clerk acknowledges his signature it will be sent to PST for their signature.

**Action:**

Facility Services & Airports respectfully recommends that the Honorable Board of Supervisors approve this request.

**Fiscal Impact:**

No fiscal impact to the General Fund.

**Attachments:**

1. Resolution No. 23-8814 - Grant of Easement from Plumas County to Plumas Sierra Telecommunications on County owned property
2. Easement Transfer Deed

**RESOLUTION NO. 23-8814**

**GRANT OF 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 (PORTION OF APN 116-320-036-000)**

**WHEREAS**, PLUMAS COUNTY (County), a political subdivision of California, owns real property located at 1400 E. Main St. in Quincy, California (Property); and

**WHEREAS**, Under California Government Code Section 25526.6, the board may grant an easement for use of any real property of the county to any public utility corporation upon a finding by the board officer that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the county.

**WHEREAS**, PLUMAS-SIERRA TELECOMMUNICATIONS (PST) requires a Grant of Easement (Easement) from County, with a total area of approximately 330 square feet, to install and maintain telecommunication distribution facilities as reflected in the document titled, "Telecommunications Right-of-Way Easement"; and

**WHEREAS**, the area for the proposed easement has been reviewed by the Plumas County Sheriff's office and Facilities and it was determined that it would not substantially interfere with County business; and

**WHEREAS**, the Plumas County Board of Supervisors finds that the Easement conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the Property by Plumas County; and

**WHEREAS**, County now desires to convey an Easement to PST, and PST is willing to accept said Easement.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Board of Supervisors of the County of Plumas, State of California, that the County of Plumas does hereby agree to grant an easement to PST for the placement and maintenance of telecommunication facilities on APN 116-320-036-000 , said parcel further described in the attached easement document and drawing thereof; and

---

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of Plumas, State of California hereby authorizes the Chair of this Board to sign said easement document.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the 20th day of June, 2023 by the following:

Ayes: Supervisor(s) Engel, Hagwood, McGowan, Goss

Noes: None

Absent: Supervisor Ceresola

Hannah Price  
Chair, Board of Supervisors

ATTEST:

Karen West  
Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel  
Deputy County Counsel

APN # 116-320-036

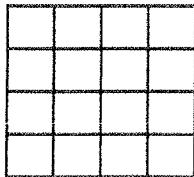
When recorded mail to:

Plumas-Sierra Telecommunications  
73233 State Route 70  
Portola, California 96122-7064

This space reserved for recording information.

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## *Telecommunications Right-of-Way Easement*



### **KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, \_\_\_\_\_ **For Plumas County**, referred to as "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged grants unto PLUMAS-SIERRA TELECOMMUNICATIONS, referred to as "Grantee", and to its successors or assigns, a right-of-way easement over, upon, under and across and the right to enter upon the land or location of the undersigned, situated in the County of Plumas, State of California, described as follows:

### **SEE ATTACHED EXHIBIT "A"**

and the right to locate, construct, operate, repair, remove, maintain, add to, alter, inspect, relocate, and replace thereon, both above ground and underground, telecommunications distribution facilities together with all appurtenances necessary or convenient thereto, including but not limited to poles, wires, guy wires and anchors. If the exact location of this easement and right-of-way is not described herein, the Grantee shall have the right to determine the location and relocation of its facilities that is convenient for Grantee. If the width of this easement and right-of-way is not specified, then its width shall be twenty (20') feet wide. Except that in the event it becomes necessary or convenient for Grantee to extend anchors, guy wires or other appurtenances beyond the twenty (20') foot width

APN # 116-320-036

heretofore mentioned to secure, install or maintain said facilities, the Grantor grants to Grantee an easement for said anchors, guy wires or other appurtenances. Grantee may permit the attachment of communication wires and fixtures of other companies and may permit said companies right of access to service and maintain said wires or fixtures.

Grantee shall have the right to trim or clear away all trees, brush, and plant growth on said easement and right-of-way and to trim or remove any trees or plants or other objects on either side of said easement and right-of-way which create or may create a hazard by falling or striking the facilities located on said easement.

Grantor grants to Grantee, for the consideration set forth herein, the right to ingress to and egress from said easement and right-of-way described herein, over and across private roads owned by Grantor and which provide a reasonable and convenient access to the easement described herein, and if no such roads exist, then on such route as the Grantee may determine to be reasonable under the circumstances.

Grantor covenants that he is the owner of the above-described land and that said land is free and clear of encumbrances and liens, except the following liens and encumbrances held by the following persons:

It is further understood that, whenever necessary, words in the singular shall be construed to read in the plural, and words used in the masculine gender shall be construed to read in the feminine or neuter gender.

# TRI SAGE

CONSULTING

UTILITY SOLUTIONS. ENGINEERED

5418 Longley Lane, Suite A - Reno, NV 89511 Phone 775.336.1300 Fax 775.336.1306 [www.trisage.com](http://www.trisage.com)

## EXHIBIT "A" EASEMENT - LEGAL DESCRIPTION

Portion of APN: 116-320-036-000  
Plumas County, California

A portion of the Northwest quarter of Section 19 Township 24 North, Range 10 East, M.D.M., Plumas County, California, situated within that Parcel of land described as Parcel 2 of that Parcel Map recorded in Book 7 of Parcel Maps on Page 87 on August 13, 1980, Official Records of Plumas County, California.

### An Easement

Beginning at the Northwest corner of said parcel.

Thence along the westerly boundary of said parcel South 00° 44' 19" East, 6.53 feet

Thence leaving said boundary North 87° 42' 36" East, 100.89 feet to the northerly boundary of said parcel

Thence along said boundary North 58° 35' 01" West, 100.93 feet to the Point of Beginning and the terminus of this description

Said Parcel containing 330 square feet more or less

Basis of Bearings: said Parcel Map.

*All as shown on Exhibit "B" attached hereto, and by this reference, made a part thereof*

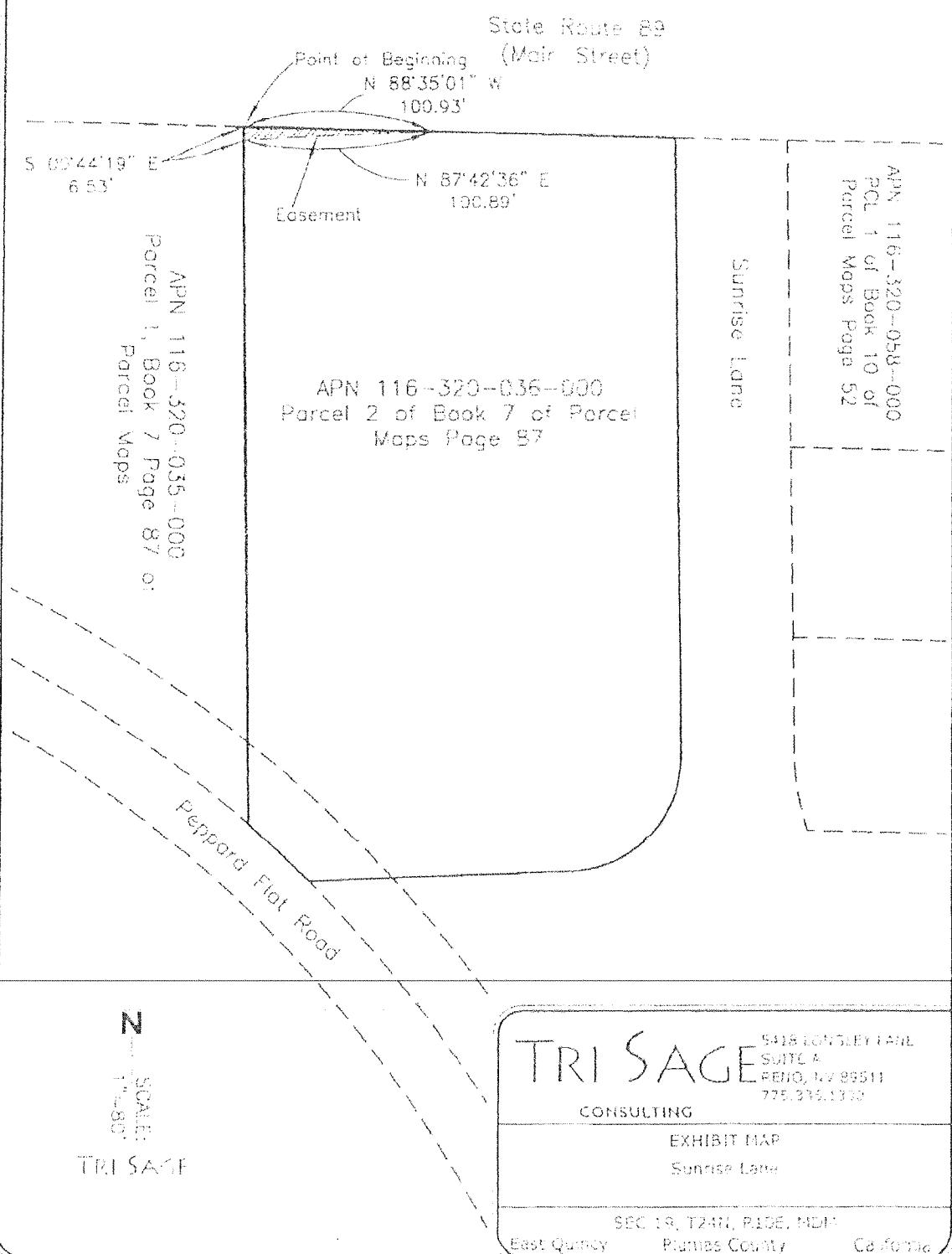
Prepared by:

*Robert C. Fong*  
Robert C. Fong, PLS



*8/3/21*  
Date

EXHIBIT B



## CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California      )  
County of Plumas      ) ss.

On June 20, 2023 before me, HEIDI WHITE, Clerk of the Board of Supervisors of the County of Plumas, State of California, personally appeared Supervisor Greg Hagwood District 4, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

HEIDI WHITE, Clerk of the Board of  
Supervisors of the County of Plumas,  
State of California.

By



Deputy

[ S E A L ]

Legal Reference:  
Civil Code sections 1181, 1184, 1185, 1188, 1189

**APN # 116-335-002**

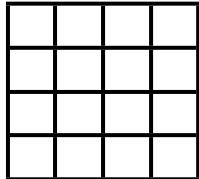
When recorded mail to:

Plumas-Sierra Telecommunications  
73233 State Route 70  
Portola, California 96122-7064

This space reserved for recording information.

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## *Telecommunications Right-of-Way Easement*



### **KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned Dwight Ceresola, authorized to sign by Plumas County Resolution 23-8814, on behalf of Plumas County, referred to as "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged grants unto PLUMAS-SIERRA TELECOMMUNICATIONS, referred to as "Grantee", and to its successors or assigns, a right-of-way easement over, upon, under and across and the right to enter upon the land or location of the undersigned, situated in the County of Plumas, State of California, described as follows:

### **SEE ATTACHED EXHIBIT "A"**

and the right to locate, construct, operate, repair, remove, maintain, add to, alter, inspect, relocate, and replace thereon, both above ground and underground, telecommunications distribution facilities together with all appurtenances necessary or convenient thereto, including but not limited to poles, wires, guy wires and anchors. If the exact location of this easement and right-of-way is not described herein, the Grantee shall have the right to determine the location and relocation of its facilities that is convenient for the Grantee. If the width of this easement and right-of-way is not specified, then its width shall be twenty (20') feet wide. Except that in the event it becomes necessary or convenient for Grantee to extend anchors, guy wires or other appurtenances beyond the twenty (20') foot

**APN # 116-335-002**

width heretofore mentioned to secure, install, or maintain said facilities, the Grantor grants to Grantee an easement for said anchors, guy wires or other appurtenances. The grantee may permit the attachment of communication wires and fixtures of other companies and may permit said companies right of access to service and maintain said wires or fixtures.

Grantee shall have the right to trim or clear away all trees, brush, and plant growth on said easement and right-of-way and to trim or remove any trees or plants or other objects on either side of said easement and right-of-way which create or may create a hazard by falling or striking the facilities located on said easement.

Grantor grants to Grantee, for the consideration set forth herein, the right to ingress to and egress from said easement and right-of-way described herein, over and across private roads owned by Grantor and which provide a reasonable and convenient access to the easement described herein, and if no such roads exist, then on such route as the Grantee may determine to be reasonable under the circumstances.

Grantor covenants that he is the owner of the above-described land, and that said land is free and clear of encumbrances and liens, except the following liens and encumbrances held by the following persons:

It is further understood that, whenever necessary, words in the singular shall be construed to read in the plural, and words used in the masculine gender shall be construed to read in the feminine or neuter gender.

**IN WITNESS WHEREOF**, this instrument has been executed this \_\_\_\_\_ day of \_\_\_\_\_,

2023.

**GRANTEE:**

By: \_\_\_\_\_  
Plumas Sierra Telecommunications

Name: Aaron Whitfield

Title: Chief Operating Officer

Date Signed:

**GRANTOR:**

By: \_\_\_\_\_  
County of Plumas, a political subdivision  
of the State of California

Name:

Title:

Date signed:

**CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California      )  
County of Plumas      ) ss.

On \_\_\_\_\_ before me, HEIDI WHITE, Clerk of the Board of Supervisors of the County of Plumas, State of California, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

HEIDI WHITE, Clerk of the Board of Supervisors of the County of Plumas,  
State of California.

By \_\_\_\_\_  
Deputy

[ S E A L ]

Legal Reference:  
Civil Code sections 1181, 1184, 1185, 1188, 1189

**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**IN WITNESS WHEREOF**, the undersigned set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023

State of California \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me,  
Date

\_\_\_\_\_  
Name and Title of the Officer

Personally appeared \_\_\_\_\_  
\_\_\_\_\_  
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above



CONSULTING

UTILITY SOLUTIONS. ENGINEERED.

5418 Longley Lane, Suite A - Reno, NV 89511      Phone 775.336.1300      Fax 775.336.1306      [www.trisage.com](http://www.trisage.com)

EXHIBIT "A"  
EASEMENT - LEGAL DESCRIPTION

**Portion of APN: 116-335-002-000**  
**Plumas County, California**

A portion of the Northwest quarter of Section 19, Township 24 North, Range 10 East, M.D.M., Plumas County, California; situated within that Parcel of land described as Parcel 2 of that Parcel Map recorded in Book 6 of Parcel Maps on Page 6 on August 2, 1977, Official Records of Plumas County, California.

An Easement

**Beginning** at the Northwest corner of said parcel.

Thence along the westerly boundary of said parcel South 01°42'01" East, 6.50 feet;

Thence leaving said boundary South 87°56'59" East, 22.80 feet;

Thence North 89°24'38" East, 124.71 feet to the northerly boundary of said parcel;

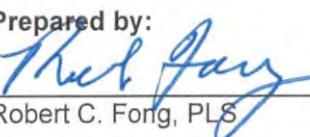
Thence along said boundary North 87°39'40" West, 147.81 feet to the terminus of this description.

Said Parcel containing 550 square feet more or less.

Basis of Bearings: said Parcel Map.

*All as shown on Exhibit "B" attached hereto, and by this reference, made a part thereof*

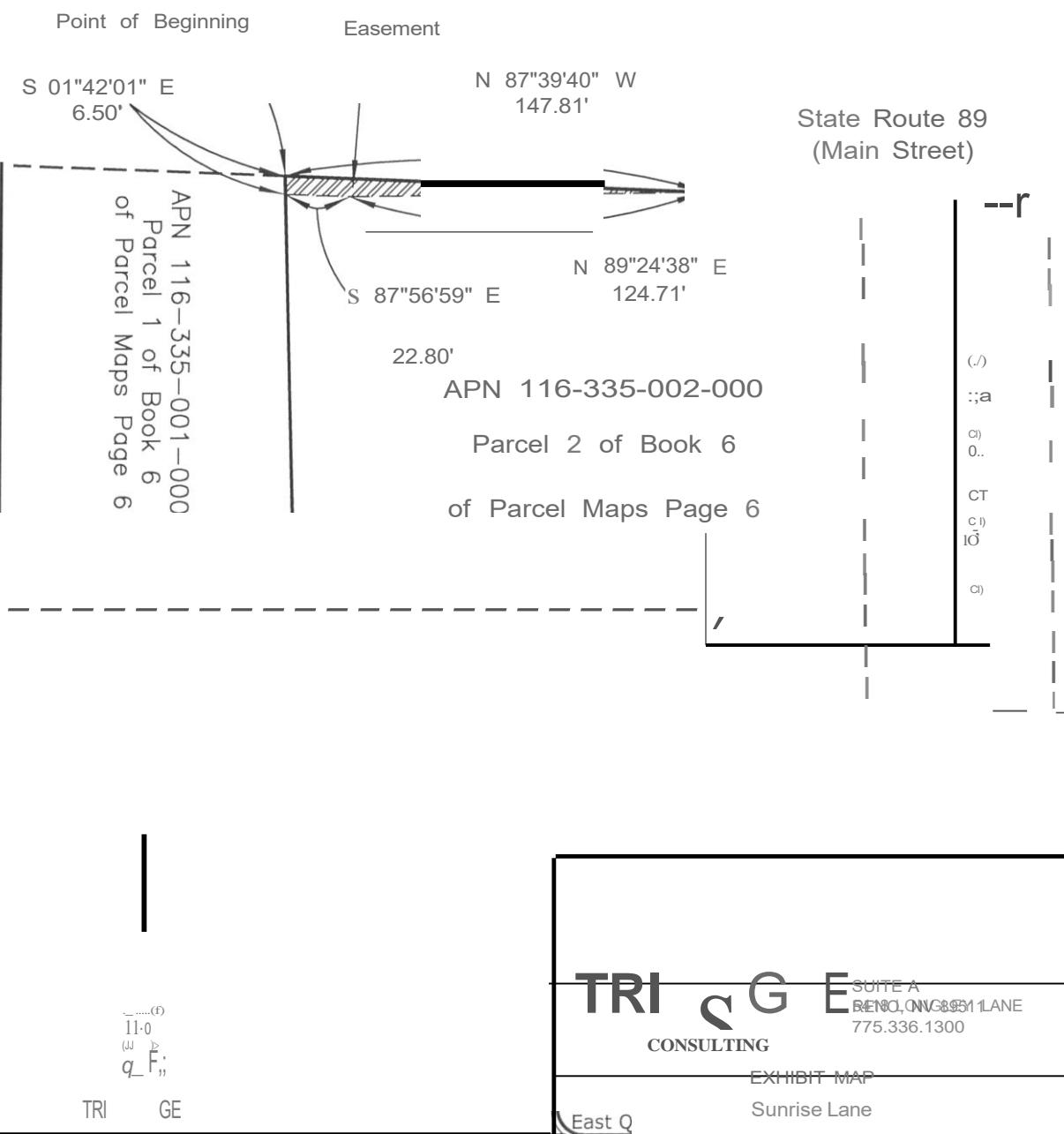
Prepared by:

  
Robert C. Fong, PLS



Date

## EXHIBIT B





**PLUMAS COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT  
MEMORANDUM**

---

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

**FROM:**

**MEETING DATE:** July 18, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2022; not to exceed \$128,000.00; approved as to form by County Counsel; discussion and possible action.

---

**Recommendation:**

Approve and authorize the Chair to sign and ratify the Agreement between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; not to exceed \$128,000.00; approved as to form by County Counsel.

**Background and Discussion:**

The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County. This is being brought back before the Board of Supervisors due to a typo in the original 22-23 contract.

**Action:**

Approve the above item.

**Fiscal Impact:**

Funding for this agreement was included in the 2022/2023 Information Technology budget.

**Attachments:**

1. Exhibit B
2. Addendum - Property Tax System Maintenance
3. Support Agreement

**EXHIBIT B**

**PAYMENT FOR SERVICES RENDERED**

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2023 – 6/30/2024	MPTS Property Tax System Maintenance/Support	\$10,546.34 per month
7/1/2023 – 6/30/2024	Online Business Property Filing Maintenance/Support	\$305.22 per month
7/1/2023 – 6/30/2024	Transient Occupancy Tax Licensing/Support	\$287.33 per month

**COMPENSATION FOR EXTRA SERVICES**

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:

**\$150.00 per hour**

2. On-site support, with a four-hour minimum, including time in transit.

**\$150.00 per hour**

3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

**ADDENDUM TO AGREEMENT  
PROPERTY TAX SYSTEM MAINTENANCE  
JULY 1<sup>st</sup> 2023**

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

---

This MPTS Web Services Agreement is by and between the County of Plumas, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Suite 100. Rocklin, California 95677, hereinafter referred to as "Contractor".

1. This Agreement is considered to be an addendum to the existing Agreement Property Tax System Maintenance dated July 1<sup>st</sup>, 2023 in effect between County and Contractor.

2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Assessor Public Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

3. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.
4. **Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the monthly licensing fee is paid to Contractor by County.
5. **Services to be provided.** Contractor shall provide the following MTPS Web Services to the County.

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- Tax Collector – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Name only appears, not address.
- Prior Year (previous year only) View/Print Taxbill Online (additional monthly charge of \$51.86 included in price below).
- Web bill print for Tax Collector (additional monthly charge of \$82.75 included in price below).

6. **Price.** The monthly charge for the MPTS Web Services described above is \$647.33. If on-site support is required travel time and expenses will be billable to County at the standard Megabyte rate. County is responsible for paying any state or local sales or use taxes that may be attributable to the License granted herein.
7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of T1 or business DSL).
8. **Termination.** County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

**ADDENDUM TO AGREEMENT  
PROPERTY TAX SYSTEM MAINTENANCE  
JULY 1<sup>st</sup> 2023**

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

---

**CONTRACTOR:**  
Megabyte Systems, Inc.

By: \_\_\_\_\_  
Nicholas M Betts,  
President/Secretary.

Date Signed: \_\_\_\_\_

**Plumas County:**

By: \_\_\_\_\_  
Kevin Goss, Chair  
Board of Supervisors

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

**ATTEST:**

By: \_\_\_\_\_  
Heidi White

Date Signed: \_\_\_\_\_

**APPROVED AS TO FORM:**

Plumas County Counsel

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Deputy County Counsel

# AGREEMENT MPTS PROPERTY TAX SYSTEM MAINTENANCE

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2023 and terminating June 30,  
2 2024 by and between the COUNTY OF PLUMAS, hereinafter referred to as the "County" and  
3 MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin,  
4 California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

1. The County hereby engages the services of the Contractor, and the Contractor agrees to serve County in accordance with the terms and conditions set forth herein. County's Board of Supervisors ratifies, and approves for payment, services provided by Contractor from July 1, 2022, to the date of approval of this Agreement the Board of Supervisors.
2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A.
3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of this agreement, as deemed necessary by County, will be billable to County at Contractor's standard hourly rate subject to advance written approval of County. If on-site support is required, travel time and expenses will be charged in addition to the hourly rate for work on-site. Contractors compensation shall in no case exceed One Hundred & Twenty-Eight Thousand and no cents (\$128,000.00)
4. Payments. County shall make payments of compensation hereunder monthly on submittal of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the invoice. Invoices shall be submitted to:

Plumas County Information Technology

520 Main Street, Room 211

Quincy, CA 95971

5. Changes. Changes and modifications to this Agreement may only be made by prior written change order of County, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the

30 County shall determine whether any change or modification will cause a delay in  
31 Contractor completing all work and if so, the duration of such delay.

32 6. County's Responsibility to Provide. County will provide, at its own expense, access to  
33 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds  
34 (County minimum of T1 or business DSL speed).

35 7. No Waiver by County. Inspection of the work by the County, or the statement by any  
36 officer, agent, or employee of the County, prior to written acceptance of the work or any  
37 part thereof, indicating that the work or any part thereof complies with the requirements  
38 of this Agreement, or the County's payment for the whole or any part of the work, or any  
39 combination of these acts, shall not relieve the Contractor of obligation to fulfill this  
40 Contract as prescribed. Waiver of any provision of this Agreement by the County in any  
41 single instance shall not prejudice County's right to enforcement of all provisions of this  
42 Agreement in any other instance.

43 8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the  
44 County, its officers, agents, and employees, from and against any and all claims and  
45 losses whatsoever accruing or resulting to any and all persons, firms or corporations for  
46 damage, injury or death as a result of negligence by Contractor in Contractor's  
47 performance of this Agreement.

48 9. Patent or Copyright Infringement.

49 A. Contractor represents that the materials and products produced hereunder do not  
50 violate others intellectual property rights (which include patent, copyright, trademark,  
51 trade secret or other proprietary right.) In the event a claim, cause of action,  
52 proceeding or other legal action should arise in which there are claims that the  
53 materials and/or products infringe or violate another's intellectual property rights,  
54 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no  
55 cost, whatsoever, to County, including, but not by way of limitation, legal fees,  
56 disbursements, judgments, or the like. Contractor shall protect, defend and  
57 indemnify and hold County harmless, subject only to County giving Contractor  
58 prompt written notice of any such third party claim, cause of action or proceedings  
59 and rendering to Contractor any reasonable information, assistance or access to  
60 documents and materials required in the defense of any such cause of action.

61 B. Should the materials and/or products in Contractor's opinion, be likely or become the  
62 subject of a claim of infringement of a patent, copyright or trademark, Contractor  
63 may do any of the following: (1) obtain a legally binding right for County to use, at

64 no cost to County, the material and/or product; (2) replace or modify the material  
65 and/or product so that it is non-infringing yet still complies with the RFP and the  
66 Contract specifications; (3) repurchase the material and/or product by refunding all  
67 moneys paid by County to Contractor for the material and/or product less  
68 depreciation and reasonable costs for use and such other amounts as are mutually  
69 agreeable to County and Contractor.

70 10. Title to Work. Upon termination of this agreement for any reason title to, ownership of,  
71 and all applicable patents, copyrights and trade secrets in the MPTS software, shall  
72 remain with the contractor as owner/holder of such patents, copyrights, and trade  
73 secrets, who shall retain complete rights to market such product, and no such rights shall  
74 pass to County. However, County shall receive, at no additional cost, a perpetual license  
75 to use such products for its own use.

76 11. Source Code. Contractor shall place source code for the licensed software and any  
77 changes thereto, into a software escrow account. County shall have access to the source  
78 code in the event Contractor fails to fulfill its maintenance and support obligations, or in  
79 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County  
80 shall be able to use the source code according to the terms of this agreement, and must  
81 also be permitted to modify the code for its own use consistent with this agreement.

82 12. Insurance. Contractor shall maintain, at Contractor's own expense during the term  
83 hereof, insurance with respect to Contractor's performance of this Agreement of the  
84 types and in the minimum amounts described generally as follows:

85 A. Full Workers' Compensation and Employer's Liability Insurance covering all  
86 employees of Contractor as required by law in the State of California.

87 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance  
88 (Bodily Injury and Property Damage) of not less than One Million Dollars  
89 (\$1,000,000) combined single limit per occurrence (claim made).

90 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)  
91 on owned, hired, leased and non owned vehicles used in conjunction with  
92 Contractor's business of not less than One Million Dollars (\$1,000,000) combined  
93 single limit per occurrence (claim made).

94 13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the  
95 aforementioned insurance shall be furnished by the Contractor to the County by

96 certificates of insurance. Such certificates shall specify that County must be given written  
97 notice 30 days prior to the cancellation or modification of any such insurance.

98 14. Insurance in Force and Effect During Contract Period. The insurance specified above  
99 shall be in a form and placed with an insurance company or companies satisfactory to  
100 County, and shall be kept in force and effect until completion to the satisfaction and  
101 acceptance by County of all work to be performed by the Contractor under this  
102 Agreement.

103 15. Confidentiality. Confidential information is defined as all information disclosed to  
104 Contractor which relates to the County's past, present, and future activities, as well as  
105 activities under this Contract. Contractor will hold all such information in trust and  
106 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to  
107 County all written and descriptive matter which contains any such confidential  
108 information. This provision shall survive the termination or expiration of this agreement.

109 16. Independent Contractor. Contractor shall perform this contract as an independent  
110 contractor for all purposes. Contractor is not, and shall not be deemed, a County  
111 employee for any purpose, including worker's compensation. Contractor shall, at  
112 Contractor's own risk and expense, determine the method and manner by which the  
113 duties imposed on Contractor by this contract shall be performed; provided that County  
114 may monitor the work performed by Contractor; and provided further that Contractor shall  
115 observe and comply with all laws and rules applicable to County in performing the work.  
116 Contractor, not County, shall be responsible for Contractor's negligence and that of  
117 Contractor's agents and employees in performing the work. Contractor shall be entitled  
118 to none of the benefits accorded to a County employee. County shall not deduct or  
119 withhold any amounts whatsoever from the compensation paid to Contractor, including  
120 but not limited to amounts required to be withheld for state and federal taxes. Contractor  
121 alone shall be responsible for all such payments.

122 17. Termination. The County or Contractor may terminate this agreement with 60 days  
123 written notices.

124 18. Notices. All notices provided for by this Agreement shall be in writing and may be  
125 delivered by deposit in the First Class United States mail, by certified, or by registered  
126 mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall  
127 be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin,  
128 California 95677. Notices to the County shall be addressed to Plumas County

129 Information Technology. 520 Main Street, Room 211. Quincy, CA 95971. Effective date  
130 of all notices shall permit a minimum of five (5) days for transit in the mails.

131  
132  
133  
134 **CONTRACTOR:**  
135 Megabyte Systems, Inc  
136  
137

138 By \_\_\_\_\_  
139 Nicholas M Betts,  
140 President/Secretary.

141 Date Signed: \_\_\_\_\_

142 **Plumas County:**  
143  
144

145 By: \_\_\_\_\_  
146 Kevin Goss, Chair  
147 Board of Supervisors

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

149 **ATTEST:**  
150  
151

152 By: \_\_\_\_\_  
153 Heidi White

154 Date Signed: \_\_\_\_\_

155 **APPROVED AS TO FORM:**  
156  
157

158 Plumas County Counsel  
159  
160 \_\_\_\_\_

Deputy County Counsel



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Debra Lucero, County Administrative Officer  
**MEETING DATE:** July 18, 2023  
**SUBJECT:** Engie Feasibility Study Presentation

---

**Recommendation:**

Recommend for the board to consider Engie's proposal. Discussion and possible direction.

**Background and Discussion:**

Since January, the County has been engaged with Engie for an energy assessment of the Plumas County campus. This included all buildings owned and operated by the county. The buildings were observed for lighting, heating and cooling efficiency, age of equipment (HVAC systems, pumps, etc.). Engie has sent an engineering team to Plumas on several occasions. During this process, we began to look at the assessment as a way to finance the replacement of aging and oftentimes inefficient equipment and create a solar field to assist the county with rising PG&E costs. Additionally, the idea is to help relieve the constant service to the various units that need replacing as well.

**Action:**

Discussion and possible action.

**Fiscal Impact:**

See the schedule in the attached PowerPoint for lease payments. There is a 20-year cost offset by energy savings and a way to finance the retrofit of out-of-date lighting, pumps, boilers, HVAC systems and more.

**Attachments:**

1. Plumas County ENGIE Feasibility Study 7.11.23 Rev



# ENGIE Services U.S.

## Energizing County of Plumas

July 18, 2023



# Agenda

- About ENGIE
- Scope of Work
- Preliminary Program Financial Analysis
- Program Benefits
- Next Steps

# Why ENGIE? Experience & Track Record

## Delivering Value

- 49 years of experience
- More experience of successful projects for California counties than any other company
- Eight (8) offices in CA
- Comprehensive Energy Partner
- Experienced PR Team:
  - Press releases
  - Town hall meetings
  - Ribbon cutting events

## Project Expertise

- Experienced & most qualified project team
- Local project team and local subcontractors
- Local, in-house Operations and Maintenance capabilities
- More technical resources than any other company in California
- Installed over 400 MW of solar PV for public entities in CA
- Largest independent installer of battery storage systems in CA

## Fiscal Strength & Risk Mitigation

- #1 independent producer of electricity in the world
- 101,500 employees
- 188-year company history
- Annual revenue of \$100 billion
- Credit rating of A/A2
- Achieved 109% of guaranteed savings
- Volume procurement through vendor competition

# Trusted Partner to California Counties

## Multi-phase Projects = Proven Customer Satisfaction

County of Alameda – Santa Rita Jail Phase 1	\$1.3 million
County of Alameda – Santa Rita Jail Phase 2	\$6.1 million
County of Alameda – Santa Rita Jail Phase 3	\$0.8 million
County of Alameda – Santa Rita Jail Phase 4	\$11.7 million
County of Contra Costa	\$1.9 million
County of Kings Phase 1	\$3.0 million
County of Kings Phase 2	\$8.4 million
County of Kings Phase 3	\$4.1 million
County of Kings Phase 4	\$11.9 million
County of Madera Phase 1	\$10.0 million
County of Madera Phase 2	\$6.5 million
County of Madera Phase 3	\$5.3 million
County of Merced	\$11.8 million
County of Placer	\$13.4 million
County of Sacramento	\$5.2 million
County of San Benito	\$8.0 million
County of Shasta	\$14.2 million
County of Solano	\$44.6 million
County of Sutter	\$10.5 million
County of Tulare Phase 1	\$7.2 million
County of Tulare Phase 2	\$27.6 million
County of Tulare Phase 3	\$10.0 million
County of Yuba Phase 1	\$9.9 million
County of Yuba Phase 2	\$5.2 million

# Energy Conservation Measure (ECM) Matrix

Facility	Address	Annual Electric Bill	Solar Project - Annex	Countywide Solar Project	LED Interior Lighting	LED Exterior Lighting	Streetlighting	HVAC Replacement	Motor VFD Upgrades	Transformers	Generators
Almanor Recreation Center	400 Meadow Brook Lp, Chester	\$3,138	X	X	X	X	X				X
Animal Shelter	201 N. Mill Creek Rd	\$28,478		X	X	X		X			X
Annex Building	270 County Hospital Rd	\$185,695	X		X	X		X		X	X
Armory (Road Dept Sand House)	Main & Redberg S/E	\$1,724		X							
Campground (Buildings & Grounds, Taylorsville Park)	Taylorsville Campground, Taylorsville	\$3,187		X							X
Chester Complex & Library	222 Willow Way, Chester	\$12,702	X	X	X		X				
Chester Veteran's Memorial Hall	225 Gay St, Chester	\$6,438	X	X	X		X				
Clairmont	912 E Main	\$24,494	X								
Community Development	183 W. Main St., Quincy	\$6,445		X							
County Assessor (Permit Center)	11 Crescent St	\$34,949	X	X	X		X				X
Courthouse	520 Main St	\$71,885		X	X	X		X			
Facility Maintenance Building	198 Andy's Way, Quincy	\$6,617		X							
Fairground Commercial Building	204 Fairgrounds Rd.	\$0		X	X	X		X			
Fire Station (Area #2)	947 Long Iron Dr, Chester	\$6,833		X							
Greenville Maintenance Yard	36 Williams Valley Rd	\$2,852		X							
Human Resources (Probation)	1446 E Main St	\$3,392	X	X	X		X				X
La Porte Maint. Shop Sandhouse	La Porte Maint. Yard	\$218		X							
Large pump house	Red River Dr & Gate WY	\$65,297	X								X
Lights in center divider (Street Light Meter)	Fairgrounds Rd.	\$2,536		X							
Main Office	204 Fairgrounds Rd.	\$89,438		X							
Housing Authority Maintenance Building	460 Sierra Meadows LN, Chester	\$5,814		X							
Nervino Airport	82405 CA-70, Beckwourth	\$0									X
New Jail	56 Abernathy Lane	\$108,382		X							
Child Support Services	522 Lawrence St, Quincy	\$5,955		X							X
Portola Library	34 3rd Ave, Portola	\$0		X	X		X				X
Portola Veteran's Memorial Hall	449 W Sierra Ave, Portola	\$0		X	X						
Pump - Fairgrounds	1140 Lee Rd	\$4,371	X								X
Quincy Gansner Field Airport	550 Crescent Street, Quincy	\$2,977	X								X
Quincy Library	445 Jackson St	\$11,903	X	X	X						X
Quincy Museum	510 Jackson St	\$7,006	X	X	X						X
Quincy Veterans Memorial Hall	274 Lawrence St, Quincy	\$16,975	X	X	X		X				
Radio Hill	677 Radio Hill Unit 2	\$5,007	X								
Radio Hill Bank	677 Radio Hill Rd Unit 1	\$9,917	X								
Rec Room	152 Green Meadows LN, Greenville	\$6,625	X								
Restroom/camp sites	204 Fairgrounds Rd.	\$3,350	X								
Road Commissioner Maint. Yard	1834 E Main St	\$16,076	X	X							
Road Commissioner Office	1834 E Main St	\$1,976		X							
Road Commissioner Office (Public Works Building)	1834 E Main St	\$12,245		X				X			
Chester Rogers Field Airport	873 Main Street, Chester	\$8,193	X								X
Sheriff's Office	1400 E Main St	\$46,453	X	X	X		X				
Shop	2020 La Porte Rd.	\$3,284	X								
Shop-Sandhouse	Hwy 36	\$5,784	X								
Small pump house	County Road A13	\$3,806	X								
Swimming Pool	54 Fairground Rd, Quincy	\$13,921	X								
Wellness RSC Center	372 Main St, Chester	\$5,324	X								
Countywide		\$0	X				X				
Total		\$861,661	1	1	17	15	1	13	2	1	13

# Interior & Exterior LED Lighting Upgrades

- **Interior:** Replace older generation fluorescent lamps and ballasts with new, more efficient, longer lasting LED lamps and kits. Install lighting sensors where appropriate
- **Exterior:** Replace old HID fixtures with new LED fixtures and kits
- **Benefits include:**
  - Better quality lighting
  - Replaces old fluorescent lamps and ballasts
  - Reduces energy cost
  - Longer life of system
  - Reduces maintenance cost

Facility	LED Lighting Retrofit
Almanor Recreation Center	X
Animal Shelter	X
Annex Building	X
Chester Complex & Library	X
Chester Veterans Memorial Hall	X
County Assessor (Permit Center)	X
Courthouse	X
Fairgrounds Commercial Building	X
Human Resources (Probation)	X
Portola Library	X
Portola Veterans Memorial Hall	X
Quincy Library	X
Quincy Museum	X
Quincy Veteran's Memorial Hall	X
Road Commissioner Office (Public Works Building)	X
Sheriff's Office	X



# LED Streetlighting Upgrades

- Replace twenty-seven (27) high pressure sodium lamps with LED lamps
- Benefits include:
  - Better quality lighting
  - Replaces old fluorescent lamps and ballasts
  - Reduces energy cost
  - Longer life of system
  - Reduces maintenance cost

# HVAC Upgrades

- Replace old, inefficient HVAC units with new, more efficient units of the same size. Units to be replaced are over 15 years old
- Seal all the windows at the Annex Building
- Benefits include:
  - More efficient units
  - Improves comfort
  - Savings in energy cost
  - Reduces maintenance cost
  - Planned replacement vs. emergency breakdown

Facility	No. of Units to be Replaced	Average Tonnage
Almanor Recreation Center	3	5
Animal Shelter	11	2
Annex Building	62	2
Chester Complex & Library	5	4
Chester Veterans Memorial Hall	4	4
County Assessor (Permit Center)	10	3
Fairgrounds Commercial Building	2	15
Human Resources (Probation)	3	4
Portola Library	3	4
Quincy Veteran's Memorial Hall	2	5
Road Commissioner Office (Public Works Building)	4	4
Sheriff's Office	2	4
<b>Total</b>	<b>111</b>	<b>5</b>



# Central Plant Upgrades

- Replace old, inefficient chiller with new, more efficient unit of similar size
  - One (1) 125-ton air-cooled chiller
- Location: Courthouse
- Benefits include:
  - More efficient units
  - Replaces obsolete refrigerant
  - Reduces energy cost
  - Reduces maintenance cost
  - Planned replacement vs. emergency breakdown



# Central Plant Upgrades

- Replace old, inefficient boiler with new, more efficient unit of similar size
  - One (1) 1,082 MBH hot-water boiler
- Location: Courthouse
- Benefits include:
  - More efficient units
  - Reduces energy cost
  - Reduces maintenance cost
  - Planned replacement vs. emergency breakdown



# Motor/Pump and VFD Upgrades

- Replace pump motors and install variable frequency drives (VFDs)
- Locations:
  - Greenville Ranch Pump Station – Replace existing 150 HP well pump motor and install VFD
  - Quincy Fairgrounds – Replace existing 30 HP well pump motor and install VFD
- Benefits include:
  - Replaces old equipment
  - Energy and maintenance savings
  - Provides soft start functionality for increase motor and pump life expectancy



# Backup Generators

- Install backup generators
- Locations and sizes:

Facility	Generator Size kW
Almanor Recreation Center	25
Animal Shelter	20
Annex Building	250
Beckwourth Nervino Airport	10
Campground (Buildings & Grounds, Taylorsville Park)	20
Chester Rogers Field Airport	10
County Assessor (Permit Center)	50
Human Resources (Probation)	20
Quincy Gansner Field Airport	10
Quincy Library	25
Quincy Museum	10
Child Support	10
Portola Library	15

- Benefits Include:
  - Resiliency
  - Proven reliability
  - Operational flexibility



# High Efficiency Transformers

- **Recommendation:** Replace older generation transformers with new, more efficient transformers that have less losses
- **Location:** Annex Building
- **Size:** Two (2) 112.5 kVA each
- **Benefits:**
  - Savings in energy cost
  - Planned replacement vs. emergency breakdown resulting in loss of power to instructional spaces
  - Reduced heat and noise loads from aging or failing transformers
  - Older low-voltage (<600 volts) electrical distribution transformers consume energy whether there is equipment plugged in and turned on



# Solar Parking Canopies for Annex Building – 307 kW



# Groundmount Solar Project for Countywide Cost Avoidance at Crescent Mills – 1,520 kW

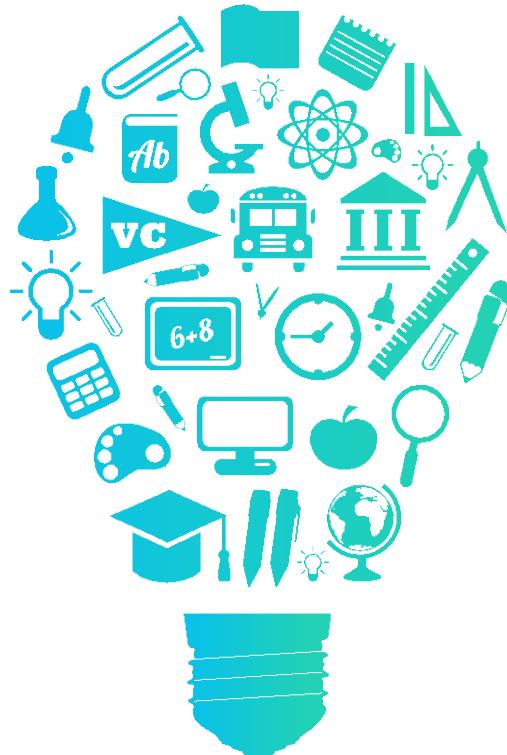


# Preliminary Financial Analysis

Estimated Project Cost										\$14,841,455
County Contribution										\$500,000
Amount to be Financed										\$14,341,455
Finance Term										20
Estimated Annual Interest Rate										4.25%
Annual Escalation of Electricity Cost (Actual annual escalation has been more than 15% recently)										6.00%
Annual Degradation of Solar Panels										0.50%
Annual Escalation of O&M Cost										3.00%
Year	Projected Electricity Savings - Annex Solar	Projected Electricity Savings - Countywide Solar	Projected Electricity Savings - Old Equipment Replacement	Projected Repair Cost Savings	Inflation Reduction Act Cash Subsidy	Total Program Savings	Lease Payments	Solar O&M Cost	Total Program Costs	Net Savings
1	\$74,353	\$329,409	\$147,309	\$104,999	\$2,776,325	\$3,432,394	\$3,285,898	\$44,383	\$3,330,282	\$102,112
2	\$78,420	\$347,428	\$156,147	\$108,149	\$0	\$690,144	\$542,317	\$45,715	\$588,031	\$102,112
3	\$82,710	\$366,432	\$165,516	\$111,393	\$0	\$726,051	\$576,852	\$47,086	\$623,938	\$102,112
4	\$87,234	\$386,476	\$175,447	\$114,735	\$0	\$763,892	\$613,280	\$48,499	\$661,779	\$102,112
5	\$92,006	\$407,616	\$185,974	\$118,177	\$0	\$803,772	\$651,706	\$49,954	\$701,660	\$102,112
6	\$97,038	\$429,912	\$197,132	\$121,722	\$0	\$845,805	\$692,241	\$51,452	\$743,693	\$102,112
7	\$102,346	\$453,429	\$208,960	\$125,374	\$0	\$890,109	\$735,001	\$52,996	\$787,997	\$102,112
8	\$107,945	\$478,231	\$221,498	\$129,135	\$0	\$936,809	\$780,111	\$54,586	\$834,697	\$102,112
9	\$113,849	\$504,390	\$234,788	\$133,009	\$0	\$986,037	\$827,701	\$56,223	\$883,924	\$102,112
10	\$120,077	\$531,981	\$248,875	\$136,999	\$0	\$1,037,932	\$877,910	\$57,910	\$935,820	\$102,112
11	\$126,645	\$561,080	\$263,808	\$141,109	\$0	\$1,092,642	\$930,882	\$59,647	\$990,530	\$102,112
12	\$133,572	\$591,771	\$279,636	\$145,343	\$0	\$1,150,322	\$986,773	\$61,437	\$1,048,210	\$102,112
13	\$140,879	\$624,141	\$296,414	\$149,703	\$0	\$1,211,137	\$1,045,745	\$63,280	\$1,109,025	\$102,112
14	\$148,585	\$658,281	\$314,199	\$154,194	\$0	\$1,275,259	\$1,107,969	\$65,178	\$1,173,147	\$102,112
15	\$156,712	\$694,289	\$333,051	\$158,820	\$0	\$1,342,873	\$1,173,627	\$67,134	\$1,240,760	\$102,112
16	\$165,285	\$732,267	\$353,034	\$163,584	\$0	\$1,414,170	\$1,242,910	\$69,148	\$1,312,058	\$102,112
17	\$174,326	\$772,322	\$374,216	\$168,492	\$0	\$1,489,356	\$1,316,022	\$71,222	\$1,387,244	\$102,112
18	\$183,861	\$814,568	\$396,669	\$173,547	\$0	\$1,568,645	\$1,393,174	\$73,359	\$1,466,533	\$102,112
19	\$193,919	\$859,125	\$420,469	\$178,753	\$0	\$1,652,266	\$1,474,594	\$75,559	\$1,550,154	\$102,112
20	\$204,526	\$906,119	\$445,698	\$184,116	\$0	\$1,740,458	\$1,560,520	\$77,826	\$1,638,346	\$102,112
21	\$161,785	\$955,684	\$0	\$0	\$0	\$1,117,469	\$0	\$80,161	\$80,161	\$1,037,308
22	\$170,635	\$1,007,960	\$0	\$0	\$0	\$1,178,594	\$0	\$82,566	\$82,566	\$1,096,029
23	\$179,968	\$1,063,095	\$0	\$0	\$0	\$1,243,064	\$0	\$85,043	\$85,043	\$1,158,021
24	\$189,813	\$1,121,246	\$0	\$0	\$0	\$1,311,059	\$0	\$87,594	\$87,594	\$1,223,465
25	\$200,195	\$1,182,579	\$0	\$0	\$0	\$1,382,774	\$0	\$90,222	\$90,222	\$1,292,552
26	\$211,146	\$1,247,266	\$0	\$0	\$0	\$1,458,412	\$0	\$92,929	\$92,929	\$1,365,483
27	\$222,696	\$1,315,491	\$0	\$0	\$0	\$1,538,187	\$0	\$95,716	\$95,716	\$1,442,471
28	\$234,877	\$1,387,448	\$0	\$0	\$0	\$1,622,326	\$0	\$98,588	\$98,588	\$1,523,738
29	\$247,725	\$1,463,342	\$0	\$0	\$0	\$1,711,067	\$0	\$101,546	\$101,546	\$1,609,521
30	\$261,276	\$1,543,387	\$0	\$0	\$0	\$1,804,662	\$0	\$104,592	\$104,592	\$1,700,070
<b>Totals</b>	<b>\$4,664,403</b>	<b>\$23,736,765</b>	<b>\$5,418,843</b>	<b>\$2,821,352</b>	<b>\$2,776,325</b>	<b>\$39,417,687</b>	<b>\$21,815,233</b>	<b>\$2,111,549</b>	<b>\$23,926,782</b>	<b>\$15,490,905</b>

# Energy Program Benefits

- ✓ Create **\$15 million in net savings** after paying for all costs over the life of the program
- ✓ **Receive \$2.8 million in cash subsidy** from the Inflation Reduction Act
- ✓ **Reduce electricity bills** by over 50%
- ✓ **Hedge against rising PG&E energy costs**
- ✓ **Install solar before it becomes unviable in the near future**
- ✓ **Replace HVAC systems** past their lives using project savings



Carbon emissions reduction equivalent of removing 568 cars of the road annually

- ✓ **ENGIE develops project at risk.** No cost to County for moving forward at this stage
- ✓ **Install much needed backup generators using project savings**
- ✓ **Improve lighting quality** for employees and community members
- ✓ **Save maintenance staff's time** with long-life LED lighting and new HVAC systems
- ✓ **Save administrative time** by accomplishing multiple projects simultaneously
- ✓ **Stimulate local economy and provide local jobs**

# Competitive Procurement Process

- **ENGIE Services runs a competitive procurement process for entire program including:**
  - Equipment
  - Installations
  - Financing or Equity Partner
- **No change orders except for explicit scope changes**
- **Transparent pricing process**
- **Prevailing wage**
- **Local subcontractors hired, when possible**
- **Contracting process follows CA Government Code Section 4217**
  - Expedites project development – streamlined, proven design/build process
  - Faster realization of energy savings and other program benefits

# Energy Program Timeline



# Energy Program Roadmap

- **File Solar Interconnection Application**  
April 2023
- **Feasibility Study Presentation to the Board**  
July 18, 2023
- **Energy Program Development**  
July 2023 – November 2023
- **Tentative Staff and Board Approval of the Project**  
December 2023 – January 2024
- **Implementation**  
February 2024 – December 2025
- **Celebratory Ribbon Cutting**  
January 2026



# Project Team

## Ashu Jain, PE

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Project Engineer

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(916) 812-2623



**ENGIE Services U.S.**  
**1712 2nd St., Suite 200**  
**Sacramento, CA 95811**



**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

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

**FROM:** Debra Lucero, County Administrative Officer

**MEETING DATE:** July 18, 2023

**SUBJECT:** Approve and authorize the Chair to sign an Amendment to the Agreement between Plumas County Administrator and Clifton, Larson & Allen to amend the scope of professional services and fees on the engagement Statement of Work dated March 3, 2023; This amendment will add an additional \$300,000 to the project budget. The total amount paid under this contract shall not exceed Four Hundred and Twenty-eight Thousand and no/100 dollars (\$428,000.00); approved as to form by County Counsel; discussion and possible action.

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**Recommendation:**

Approve the contract amendment as presented for Clifton Larson & Allen, a firm that specializes in providing skilled CPAs and accountants to local jurisdictions.

**Background and Discussion:**

The purpose of this amendment is to amend the scope of professional services and fees on the engagement Statement of Work dated March 3, 2023 with Clifton Larson & Allen. CLA was hired to catch up the County of Plumas in its financial close and audit work as well as create new budgeting procedures and other work as outlined in the previous agreement. The Scope of Professional Services have been amended as follows:

CLA will assist with the following project areas as time permits under the direction of the County Administrative Officer:

- Facilitate the data gathering process for drafting the operational budget using County templates and inputs from management for any financial or cash related decisions. All key budgetary inputs, assumptions, and decisions will be reviewed and approved by management. Develop budgetary process improvements and recommendations in connection with project work performed.
- Assist with set up and data migration from Pentamation to Tyler Munis for County fixed assets and payroll for Special Districts (Related departments: Auditor Controller, Human Resources).
- Assist with investment reconciliations and accounting process improvement recommendations, including providing process recommendations for system utilization and optimization (Related departments: Treasurer – Tax Collector, Auditor Controller).
- Assist with additional projects as time permits (i.e. Munis chart of accounts structural updates, financial close and supporting schedules, Special Districts accounting, analysis of aged items).

**Action:**

Approve and authorize the contract as amended with payments coming from one-time LACTF funds.

**Fiscal Impact:**

No direct impact on the General Fund as the LATCF Grant funds are slated for one-time expenditures as approved by the Board of Supervisors and for the ongoing 85/15 split of health insurance increase for

employees.

The running total for the LATCF 0026 fund is as follows:

date	name	credit	debit	running total	notes
1/13/2023	1st tranche LATCF	\$ 3,770,368.18		\$ 3,770,368.18	Expecting san FY23/24
	Insurance 85/15 split for employees		\$ 3,000,000.00	\$ 770,368.18	Obligated not
1/3/2023	HR move		\$ 10,000.00	\$ 760,368.18	
1/3/2023	Building Dept Remodel		\$ 25,000.00	\$ 735,368.18	Obligated not
4/11/2023	CLA contract		\$ 128,000.00	\$ 607,368.18	Obligated, \$4
3/7/2023	Munis Contract		\$ 92,000.00	\$ 515,368.18	Obligated not
4/4/2023	National Center for Public Lands Counties		\$ 7,500.00	\$ 507,868.18	Obligated not

**Attachments:**

1. Plumas County Amendment to SOW. 6.28.23
2. CLA\_Connect\_-\_Master\_Agreement\_-\_SOW\_Statement



**Amendment to CLA Statement of Work**  
**County of Plumas**  
**Date: June 28, 2023**

This agreement constitutes an amendment to the CLA Outsourcing Statement of Work ("SOW") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and County of Plumas ("you", "your", "County") dated March 3, 2023. Except as supplemented herein, the SOW remains in full force and effect.

The purpose of this amendment is to amend the scope of professional services and fees on the engagement Statement of Work dated March 3, 2023:

**Scope of professional services**

CLA will assist with the following project areas as time permits under the direction of the County Administrative Officer:

- Facilitate the data gathering process for drafting the operational budget using County templates and inputs from management for any financial or cash related decisions. All key budgetary inputs, assumptions, and decisions will be reviewed and approved by management. Develop budgetary process improvements and recommendations in connection with project work performed.
- Assist with set up and data migration from Pentamation to Tyler Munis for County fixed assets and payroll for Special Districts (*Related departments: Auditor Controller, Human Resources*).
- Assist with investment reconciliations and accounting process improvement recommendations, including providing process recommendations for system utilization and optimization (*Related departments: Treasurer – Tax Collector, Auditor Controller*).
- Assist with additional projects as time permits (i.e. Munis chart of accounts structural updates, financial close and supporting schedules, Special Districts accounting, analysis of aged items).

**Fees**

This amendment will add an additional \$300,000 to the project budget. The total amount paid under this contract shall not exceed Four Hundred and Twenty-eight Thousand and no/100 dollars (\$428,000).

We believe this amendment accurately summarizes the additional terms of the SOW. If you agree with the terms described in this amendment, please sign, date, and return.

**CliftonLarsonAllen LLP**

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

Heather Lyons, Northern California Client Leader  
Supervisors

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

**County of Plumas**

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

Dwight Ceresola, Chair: Board of

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

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

Heidi White, Clerk of the Board

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

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

Sara James, Deputy County Counsel II

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



CliftonLarsonAllen LLP  
<https://www.claconnect.com>

# Master Services Agreement

County of Plumas  
520 Main Street, Room 205  
Quincey, CA 95971  
MSA Date: March 3, 2023

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for County of Plumas ("you," or "your"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

## **1. Scope of Professional Services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

## **2. Management responsibilities**

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

## **3. Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed

until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

**4. Other Fees**

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

**5. Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

**6. Limitation of remedies**

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

In no event, with exception of gross negligence or willful misconduct, shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed two times the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim, however, any limitations of liability, including limitations on recovery, do not apply to damages or liabilities arising from the gross negligent acts or omissions or willful misconduct of CLA or CLA parties in performing its obligations under the SOW.

## 7. Insurance

Contractor agrees to maintain Commercial general liability insurance coverage, with minimum per occurrence limit of one million dollars (\$1,000,000) and two million dollars (\$2,000,000) in aggregate. Contractor also agrees to maintain professional liability insurance with minimum one million dollars (\$1,000,000) per claim and in aggregate.

## 8. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	36 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	36 months
All Other Services	36 months

\* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

## **9. Confidentiality**

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

## **10. Other provisions**

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

**11. Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

**12. Subcontractors**

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

**13. Technology**

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

**14. Termination of MSA**

This MSA shall continue for five years from March 3, 2023, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**15. Suspension and Debarment**

CLA verifies that CLA, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded pursuant to at 2 C.F.R. § 180.940, or disqualified pursuant to 2 C.F.R. § 180.935.

**16. Ukraine Sanctions**

Pursuant to Executive Order N-6-22 CLA 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

**17. Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Doug Watson

Principal

425-246-8708

[doug.watson@claconnect.com](mailto:doug.watson@claconnect.com)

**Response:**

This MSA correctly sets forth the understanding of County of Plumas.

**CLA**

CliftonLarsonAllen LLP

DocuSigned by:

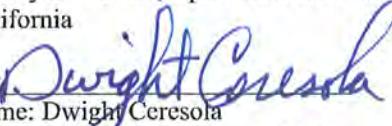
  
Doug Watson

23E47FFFFB9CA4B7...

Doug Watson, Principal

**Client**

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

By:   
Dwight Ceresola

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed: 04/11/2023

**Attest**

By:   
Heidi White

Name: Heidi White

Title: Clerk of the Board

Date signed: 4/11/2023

Approved as to form:

  
Sara James  
Deputy County Counsel II



CliftonLarsonAllen LLP  
<https://www.claconnect.com>

# Outsourcing Statement of Work

Date: March 3, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and County of Plumas (“you” and “your”) dated March 3, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

## 1. Scope of professional services

CLA will assist with the following project areas under the direction of management:

- Assist with financial close and treasury process improvements related to the Tyler Munis accounting system conversion, including providing recommendations for system optimization
- Assist with data migration from Pentamation to Tyler Munis for payroll and fixed assets
- Assist with financial close, including preparation of supporting schedules and audit requests
- Assist with special projects as time permits (i.e. interest apportionment analysis, Special Districts accounting, analysis of aged items)

## 2. Engagement limitations and responsibilities

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Your management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

### **3. Schedule**

We expect that your needs will require approximately 40 hours of services per week starting mid-April 2023. As the engagement progresses, we will update time estimates and engage you in conversation about the project status. If possible, we request a two-week advance notice of your intent to release the consultant back to CLA to ensure adequate time to re-schedule the consultant to another engagement.

### **4. Fees**

The professional fees for services rendered for the scope of services described in this SOW will be billed at a rate of \$185 per hour for actual time spent. We will also add a technology and client support fee of five percent (5%) of all professional fees billed.

Fees for travel time will be billed at the normal hourly rate. We will also bill you in arrears for reimbursement of any out-of-pocket travel expenses incurred (e.g., hotel, airfare, meals as actual or per diem, etc.) on a pass-through basis.

Should the duration of this engagement go beyond 6 months or the scope of services change, CLA retains the right to discuss an hourly rate adjustment.

Fees, plus applicable state and local taxes, will be billed twice per month in arrears, due upon receipt.

The total amount paid under this contract shall not exceed One Hundred and Twenty-Eight Thousand and No/100 Dollars (\$128,000.00).

### **5. Consultant**

Heather Lyons is responsible for the services identified in this agreement. An Engagement Director will be assigned based on the project needs and designation of the project start date. Additional consultants will be assigned as needed.

### **6. Non-Solicitation**

You agree that during the term and for a period of one year after the expiration or termination date of the MSA, you will not solicit, hire, contract with, or engage the services of any person providing services to you on behalf of CLA without the prior written consent of CLA. If you breach this non-

solicitation provision, you shall pay \$125,000 to CLA as liquidated damages within two weeks of the date on which the former CLA employee or consultant begins his or her new employment with you.

**7. Indemnity**

For the services described in this SOW, you agree to indemnify and hold harmless CLA, its successors and affiliates, officers, employees, and agents from any claims brought or asserted by any other person, third party, or governmental body for any loss, damages, liabilities, remedies, or cause of action, and from any reasonable expenses incurred in defending against any such claims or actions (including attorney fees) arising from or relating to the services performed by any CLA party, except to the extent that the claim is caused by the sole negligence or willful misconduct of CLA or a CLA party.

**8. Agreement**

We appreciate the opportunity to provide the services described in this SOW under the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

**CliftonLarsonAllen LLP**

Heather Lyons  
Northern California Client Leader  
916-266-8448  
heather.lyons@claconnect.com

**Response**

This SOW correctly sets forth the understanding of County of Plumas and is accepted by:

**CLA**

CliftonLarsonAllen LLP

DocuSigned by:

Heather Lyons

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Heather Lyons, Northern California Client Leader

**Client**

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

By:

Name: Dwight Ceresola

Title: Chair, Board of Supervisors

Date signed: 04/11/2023

**Attest**

By:

Name: Heidi White

Title: Clerk of the Board

Date signed: 4.11.2023

Approved as to form:

Sara James

Sara James  
Deputy County Counsel II

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S  
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

**WHEREAS**, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

**WHEREAS**, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

**WHEREAS**, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

**WHEREAS**, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

**WHEREAS**, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS  
BY PLUMAS COUNTY HEALTH OFFICER  
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

**WHEREAS**, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

**WHEREAS**, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

**WHEREAS**, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

**WHEREAS**, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

**WHEREAS**, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

**WHEREAS**, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

**WHEREAS**, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

**WHEREAS**, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

**WHEREAS**, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

**WHEREAS**, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

**WHEREAS**, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

**WHEREAS**, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

**WHEREAS**, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

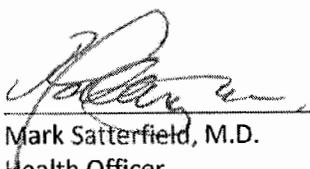
**NOW, THEREFORE, IT IS DECLARED** that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

**NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED** that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED** the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm  
a.m./p.m. of the 26<sup>th</sup> day of July, 2021.

7/26/21  
Date

  
\_\_\_\_\_  
Mark Satterfield, M.D.  
Health Officer  
County of Plumas



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

---

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

**FROM:** Heidi White, Clerk of the Board

**MEETING DATE:** July 18, 2023

**SUBJECT:** Determine allocation of funding for re-authorized 2023 Title I/II/III (Secure Rural Schools and Community Self Determination Act); direct the Clerk of the Board to prepare the Election Form as allocated and authorize the Chair to sign the allocation letter to the USDA Forest Service; discussion, direction, and possible action.

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**Recommendation:**

Determine allocation of funding for re-authorized 2023 Title I/II/III (Secure Rural Schools and Community Self Determination Act); direct the Clerk of the Board to prepare the Election Form as allocated and authorize the Chair to sign the allocation letter to the USDA Forest Service.

**Background and Discussion:**

In preparation for the fiscal year 2023 (payment year 2024) state payments under the [Secure Rural Schools \(SRS\) and Community Self Determination Act](#), each state is required to complete and submit an "FY 2023 Payments to States Title Election Form," which outlines how each qualifying county will be allocating SRS funds. CSAC is assisting in this process by collecting county SRS election information on behalf of the state and working with the State Treasurer and the Department of Finance on submission to the U.S. Forest Service (USFS). To ensure that all payments are made in a timely manner Plumas County has been asked to submit the county's information by the Clerk of the Board (COB) by **THURSDAY, JULY 20, 2023**.

The Secure Rural Schools program provides critical funding for schools, roads, and other municipal services to more than 700 counties across the U.S. and Puerto Rico, and was reauthorized by the 2021 Infrastructure Bill. Payments are divided into three distinct categories, or Titles: Title I for roads and schools, Title II for projects on Federal lands, and Title III for county projects. In years when the Secure Rural Schools Act is reauthorized by Congress, Title I and Title III payments are made from the Forest Service to states. States then distribute the payment to all eligible counties.

A participating county receiving more than \$100,000 as its share of the State payment must allocate a portion of its payment to Titles II and/or III. An eligible county that fails to elect to allocate its share of the State payment shall be considered to have elected to expend 80-percent of the share for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of title II.

Plumas County historically receives a share of the State payment that is greater than \$350,000 and must make an additional election to allocate among Titles, as explained below:

- *\$350,000 or greater (Major distribution)* If the county share of the State payment is \$350,000 or greater, the county must allocate 15-percent to 20-percent of its share to Title II, Title III, or a combination of both, except that the allocation for Title III projects may not exceed 7-percent. The total percentage allocated to Title II and Title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal

Government.

*An eligible county that fails to elect to allocate its share of the State payment shall be considered to have elected to expend 80-percent of the share for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of title II.*

**Action:**

Determine allocation of funding for re-authorized 2023 Title I/ II/ III (Secure Rural Schools and Community Self Determination Act); direct the Clerk of the Board to prepare the Election Form as allocated and authorize the Chair to sign the allocation letter to the USDA Forest Service.

**Fiscal Impact:**

No impact on the General Fund.

**Attachments:**

1. california\_estimated\_payment\_report Title III
2. california\_2023\_election\_form\_Title III
3. Title III - Exhibit A

## Estimated Payment Report

<b>Fiscal Year: 2023</b>	<b>National: Yes</b>	<b>Run Date : 05/25/2023</b>	
<b>PNF Lands Data: 2022</b>	<b>PCPI Data: 2021</b>	<b>Base Amount:</b>	
<b>BLM Lands Data: 2022</b>	<b>***Note*** Payment amount is rounded to the nearest \$100. If there is a \$0.00 dollar amount then payment would be less than \$50.00.</b>		
<b>State</b>	<b>County</b>	<b>SRS Full Payment Amount</b>	<b>25% 7 Year Rolling Average</b>
CALIFORNIA(06)	Alpine(003)	\$ 490,000.00	\$ 245,600.00
CALIFORNIA(06)	Amador(005)	\$ 322,300.00	\$ 191,600.00
CALIFORNIA(06)	Butte(007)	\$ 453,000.00	\$ 84,500.00
CALIFORNIA(06)	Calaveras(009)	\$ 172,500.00	\$ 57,200.00
CALIFORNIA(06)	Colusa(011)	\$ 127,700.00	\$ 4,700.00
CALIFORNIA(06)	Del Norte(015)	\$ 1,500,400.00	\$ 96,400.00
CALIFORNIA(06)	El Dorado(017)	\$ 2,045,000.00	\$ 1,204,600.00
CALIFORNIA(06)	Fresno(019)	\$ 1,392,500.00	\$ 500,800.00
CALIFORNIA(06)	Glenn(021)	\$ 363,500.00	\$ 14,700.00
CALIFORNIA(06)	Humboldt(023)	\$ 1,065,600.00	\$ 49,800.00
CALIFORNIA(06)	Inyo(027)	\$ 237,600.00	\$ 718,200.00
CALIFORNIA(06)	Kern(029)	\$ 219,200.00	\$ 76,700.00
CALIFORNIA(06)	Lake(033)	\$ 502,100.00	\$ 17,500.00
CALIFORNIA(06)	Lassen(035)	\$ 1,961,500.00	\$ 391,800.00
CALIFORNIA(06)	Los Angeles(037)	\$ 239,100.00	\$ 1,422,300.00
CALIFORNIA(06)	Madera(039)	\$ 563,600.00	\$ 247,600.00
CALIFORNIA(06)	Mariposa(043)	\$ 318,700.00	\$ 113,300.00
CALIFORNIA(06)	Mendocino(045)	\$ 350,100.00	\$ 12,400.00
CALIFORNIA(06)	Modoc(049)	\$ 1,692,000.00	\$ 104,000.00
CALIFORNIA(06)	Mono(051)	\$ 273,100.00	\$ 764,900.00
CALIFORNIA(06)	Monterey(053)	\$ 18,200.00	\$ 50,200.00
CALIFORNIA(06)	Nevada(057)	\$ 390,100.00	\$ 111,000.00
CALIFORNIA(06)	Orange(059)	\$ 16,700.00	\$ 62,200.00
CALIFORNIA(06)	Placer(061)	\$ 833,500.00	\$ 316,200.00
CALIFORNIA(06)	Plumas(063)	\$ 3,673,100.00	\$ 601,200.00
CALIFORNIA(06)	Riverside(065)	\$ 45,100.00	\$ 453,500.00
CALIFORNIA(06)	S.Barbara(083)	\$ 37,400.00	\$ 100,900.00
CALIFORNIA(06)	S.Bernardino(071)	\$ 167,500.00	\$ 785,200.00
CALIFORNIA(06)	S.Lu.Obispo(079)	\$ 11,300.00	\$ 30,500.00
CALIFORNIA(06)	San Diego(073)	\$ 70,600.00	\$ 328,700.00
CALIFORNIA(06)	Shasta(089)	\$ 2,030,800.00	\$ 373,400.00
CALIFORNIA(06)	Sierra(091)	\$ 935,100.00	\$ 227,500.00
CALIFORNIA(06)	Siskiyou(093)	\$ 4,691,100.00	\$ 498,100.00
CALIFORNIA(06)	Tehama(103)	\$ 1,211,900.00	\$ 176,700.00
CALIFORNIA(06)	Trinity(105)	\$ 3,911,500.00	\$ 205,300.00
CALIFORNIA(06)	Tulare(107)	\$ 550,000.00	\$ 315,200.00
CALIFORNIA(06)	Tuolumne(109)	\$ 1,297,100.00	\$ 448,600.00
CALIFORNIA(06)	Ventura(111)	\$ 33,700.00	\$ 93,400.00
CALIFORNIA(06)	Yuba(115)	\$ 120,900.00	\$ 22,700.00

## FY 2023 Forest Service Payment to States, Public Law 117-58

### Election to Receive Payment

### Election to Allocate the State Payment

**By August 1, 2023 (midnight, mountain time), please complete and return all pages of this form to the U.S. Forest Service, Albuquerque Service Center, All Service Receipts (ASR) Section.**

By email: [sm.fs.asc\\_asr@usda.gov](mailto:sm.fs.asc_asr@usda.gov)

By fax: (877) 684-1422, ATTN: ASR

**A county's election to receive a payment and to allocate the State payment must be transmitted by the Governor's office or other appropriate executive office of the state such as State Treasurer, on behalf of the Governor. The Forest Service will not accept an election directly from a county or from any non-governmental organization acting on behalf of a county.**

### Election to Receive Payment

The State must transmit, for each county in which a national forest is situated, the county's election to receive a share of the Secure Rural Schools Act State payment or a share of the State's 25-percent payment based on the 7-year rolling average annual receipts. The State may use this form to transmit county elections to the Forest Service. If the State fails to transmit a county's election by the deadline of August 1, 2023 (midnight, mountain time), the county will be considered to have elected to receive a share of the State payment.

To assist States and counties in making an informed decision between the Secure Rural Schools Act and the 1908 Act Amended payment methods the Forest Service has created a worksheet with estimated payment amounts under both methods. These estimated State Payments are calculated using the formula described in the Act and the currently available data for historic payments, acreage, per capita personal income and assumes all affected counties will elect to receive a share of the State payment. The actual county shares of the State payment will be calculated only for counties that elect to receive a share of the State payment or the county payment (for BLM lands in western Oregon) and will be calculated using the updated acreage and per capita personal income amounts available in the fall of FY2023.

### Election to Allocate the State Payment

Each county that elects to receive a share of the State payment must make an additional election to allocate the State payment. The guidelines for making the allocation vary depending on the amount of the county share of the State payment.

- **\$100,000 or less. (Minor distribution)** An eligible county that elects to receive a share of the State payment that is \$100,000 or less (a minor distribution) may elect to use 100-percent of its share for public roads and schools under Title I. **A county that elects to receive a minor distribution must make an affirmative election to use the 100-percent of its share for Title I purposes.** In the alternative, the county may opt to allocate 15-percent to 20-percent of its share to Title II, Title III, or a combination of both. The total percentage allocated to Title II and Title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.
- **\$100,001 to \$349,999 (Moderate distribution)** If the county share of the State payment is more than \$100,000 but less than \$350,000, the county must allocate 15-percent to 20- percent of its share to Title II, Title III, or a combination of both. The total percentage allocated to Title II and/or Title III must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.
- **\$350,000 or greater (Major distribution)** If the county share of the State payment is \$350,000 or greater, the county must allocate 15-percent to 20-percent of its share to Title II, Title III, or a combination of both, except that the allocation for Title III projects may not exceed 7-percent. The total percentage allocated to Title II and Title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.

To provide maximum flexibility, projects funded under Title II must be initiated (reviewed and recommended by a resource advisory committee) by September 30, 2025, and Title II funds must be obligated by September 30, 2026. In addition, projects funded under Title III must be initiated by September 30, 2025, and Title III funds must be obligated by September 30, 2026.

An eligible county that fails to elect to allocate its share of the State payment shall be considered to have elected to expend 80-percent of the share for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of Title II.

### **Instructions for transmitting county elections.**

In the following table, each state and county name are already populated to assist in the preparation of the form.

Enter an X in Column B for each county that elects to receive a share of the State's 25-percent payment (the 7-year rolling average of national forest receipts). Enter an X in Column C for each county that elects to receive a share of the Secure Rural Schools Act State payment.

For each county that elects to receive a share of the Secure Rural Schools Act State payment, refer to the allocation guidelines above and then enter a numerical percentage to indicate the county's allocation of its share of the State payment:

- Column D, enter the percent of county share of State payment to be allocated to public schools and roads;

- Column E, enter the percent of county share of State payment to be allocated to title II, Special Projects on national forests;
- Column F, enter the percent of county share of State payment to be allocated to title III, County Funds for uses authorized under title III;
- Column G, enter the percent of county share of State payment to be returned to the U.S. Treasury, if any:

<b>State Name:</b> <u>California</u>	<b>Election to Receive Payment</b>		<b>Allocation of the Secure Rural Schools Act State Payment</b>				
	25-percent of 7-year rolling average receipts	Secure Rural Schools Act State payment	Percent for Public Schools & Roads (Title I)	Percent for Title II, Special Projects	Percent for Title III, County Funds	Percent to Return to U.S. Treasury	Total of Column D, E, F, G
<b>County Name</b>	<i>For each county enter X in one of the columns below</i>		<i>For each county with an X in Column C, enter a percentage (number) in the columns below, not to exceed 100 total</i>				
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>	<i>Column E</i>	<i>Column F</i>	<i>Column G</i>	<i>Total</i>
Alpine (003)							
Amador (005)							
Butte (007)							
Calaveras (009)							
Colusa (011)							
Del Norte (015)							
El Dorado (017)							
Fresno (019)							
Glenn (021)							
Humboldt (023)							
Inyo (027)							
Kern (029)							
Lake (033)							
Lassen (035)							

	Election to Receive Payment		Allocation of the Secure Rural Schools Act State Payment				
	25-percent of 7-year rolling average receipts	Secure Rural Schools Act State payment	Percent for Public Schools & Roads (Title I)	Percent for Title II, Special Projects	Percent for Title III, County Funds	Percent to Return to U.S. Treasury	Total of Column D, E, F, G
County Name	For each county enter X in one of the columns below		For each county with an X in Column C, enter a percentage (number) in the columns below, not to exceed 100 total				
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Total
Los Angeles (037)							
Madera (039)							
Mariposa (043)							
Mendocino (045)							
Modoc (049)							
Mono (051)							
Monterey (053)							
Nevada (057)							
Orange (059)							
Placer (061)							
Plumas (063)							
Riverside (065)							
S.Barbara (083)							
S.Bernardino (071)							
S.Lu.Obispo (079)							
San Diego (073)							
Shasta (089)							
Sierra (091)							
Siskiyou (093)							

<b>State Name:</b> <u>California</u>	<b>Election to Receive Payment</b>		<b>Allocation of the Secure Rural Schools Act State Payment</b>				
	25-percent of 7-year rolling average receipts	Secure Rural Schools Act State payment	Percent for Public Schools & Roads (Title I)	Percent for Title II, Special Projects	Percent for Title III, County Funds	Percent to Return to U.S. Treasury	Total of Column D, E, F, G
<b>County Name</b>	<i>For each county enter X in one of the columns below</i>		<i>For each county with an X in Column C, enter a percentage (number) in the columns below, not to exceed 100 total</i>				
<i>Column A</i>	<i>Column B</i>	<i>Column C</i>	<i>Column D</i>	<i>Column E</i>	<i>Column F</i>	<i>Column G</i>	<i>Total</i>
Trinity (105)							
Tulare (107)							
Tuolumne (109)							
Ventura (111)							
Yuba (115)							

**\*\*Required Contact Information\*\***

Preparer's name and title:	Preparer's mailing address:
Preparer's phone number:	
Preparer Signature:	Preparer's email:

# "EXHIBIT A"

## BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
SHERRIE THRALL, DISTRICT 3  
LORI SIMPSON, DISTRICT 4  
JON KENNEDY, DISTRICT 5



June 03, 2014

Ms. Christine Nota  
USDA Forest Service  
650 Capitol Mall, Room 8-200  
Sacramento, CA 95814

Re: Election to Receive Federal Forest Reserve Payments

Dear Ms. Nota:

The Board of Supervisors of the County of Plumas, California elects to receive for their share of the Federal Forest Reserve Payment according to the following allocation.

Title I Allocation	85.00%
Title II Allocation	8.00%
Title III Allocation	7.00%

The Title II allocation should be distributed for the listed projects in the corresponding amounts. Any funds remaining should be held for projects to be designated in a subsequent year.

No projects approved for 2014

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Kennedy".

Jon Kennedy, Chair  
Plumas County Board of Supervisors

JK:nd



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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

**FROM:**

**MEETING DATE:** July 18, 2023

**SUBJECT:** Appoint Joe Tiradeau to the Eastern Plumas Rural Fire Protection District Board, to form a quorum; discussion and possible action.

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**Recommendation:**

Appoint Joe Tiradeau to the Eastern Plumas Rural Fire Protection District Board, to form a quorum

**Background and Discussion:**

The remaining Eastern Plumas Fire Protection District Board has two directors and is looking to the Board of Supervisors for assistance in approving the appointment submitted to add a new member to our board to create a quorum to allow EPRFPD to complete work in progress, restructure, recruit, and reorganize.

**Action:**

Appoint Joe Tiradeau to the Eastern Plumas Rural Fire Protection District Board, to form a quorum

**Fiscal Impact:**

na

**Attachments:**

None