



**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  
AUGUST 15, 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

Report and update.

##### **C. MUNIS HR/PAYROLL MODULE UPDATE**

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

##### **D. PLUMAS COUNTY 2021 WILDFIRES LONG-TERM RECOVERY PLAN.**

Public Review Draft Briefing.

## **E. TITLE 25 (LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS)**

Status of Ordinance Development under May 10, 2022, Board of Supervisors Direction

## **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. SOCIAL SERVICES**

- 1) Authorize the Department of Social Services to fill a vacant, funded and budgeted Office Supervisor position as soon as administratively possible. [View Item](#)

### **B. INFORMATION TECHNOLOGY**

- 1) Approve and authorize the Chair to ratify and sign an Agreement and Addendum between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2023; not to exceed \$141,434.64 (General Fund impact) increase of \$4,435.00 from original approved FY23/24 Budget; approved as to form by County Counsel.  
[View Item](#)

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

- 1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Plumas District Hospital, to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$29,091.00, no impact to the General Fund; approved as to form by County Counsel. [View Item](#)
- 2) Approve a RESOLUTION authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation; no impact to the General Fund; approved as to form by County Counsel. [View Item](#)

### **D. FACILITY SERVICES**

- 1) Approve and Authorize Board Chair to sign an agreement between Facility Services and Silver State Elevator for monthly inspection, maintenance and as-needed repair of County's elevator systems. Contract not to exceed \$27,000.00, approved in the FY 2023-2024 budget. Approved as to form by County Counsel. Fiscal impact: annual inspection/maintenance service direct cost to General Fund is \$21,840.00; additional \$5,160.00 is for incidental cost and will be used if needed.  
[View Item](#)

### **E. BUILDING DEPARTMENT**

- 1) Approve and authorize supplemental budget request in the Abandoned Vehicle Abatement increasing revenue account 44671 and expense account 58000 by \$6,529 for FY 2022-2023. No impact to the General Fund. Discussion and possible action. [View Item](#)

## **3. DEPARTMENTAL MATTERS**

### **A. SHERIFF'S OFFICE -**

- 1) Adopt RESOLUTION Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; no impact to General Fund, approved as to form by County Counsel; Roll call vote [View Item](#)
- 2) Adopt RESOLUTION Ratifying Sheriff's Application, receipt and disbursement of grant funds in the amount of \$131,828 from the Office of Emergency Services for funding the Victim Witness Program

for the grant period 01/01/23 to 12/31/23; approved as to form by County Counsel; Roll call vote  
[View Item](#)

- 3) Agreement for Fiber-optics connectivity on Radio Hill [View Item](#)

**B. PUBLIC WORKS - SOLID WASTE - John Mannle**

- 1) Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle [View Item](#)

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

- A. County Administrative Officer's Report.
- B. Plumas County Spay/Neuter Feral Cat Project - Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville.
- C. Budget Process, Fiscal & Working Conditions Update

**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 September 12, 2023; discussion and possible action.
- B. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on October 11, 2023; discussion and possible action.
- C. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on October 11, 2023; discussion and possible action.

**D. APPOINTMENTS**

**E. CORRESPONDENCE**

**INFORMATIONAL ANNOUNCEMENTS**

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

- 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 Plumas County Properties, Assessor's Parcel Nos. 117-350-43; 117-350-44; 117-350-46; 117-350-47; 117-350- 48; 117-350-49; 117- 350-50; 116-310-01; 117-140-26
- C. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- D. Conference with real property negotiator, regarding facilities: APN 115-023-019, 455 Main Street, Quincy
- E. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- F. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- G. Conference with real property negotiator regarding facilities: Forest Lodge, LLC, 240 Greenville Wolf Creek Road, APN 110-230-003-000
- H. 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
- I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- J. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- K. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- L. Conference regarding real property located at 526 Dame Shirley Lane, Quincy, APN 115-053-001; 115-053-002; 115-053-003; 115-053-004, 115-053-005; 115-053-006.

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

### **7. ADJOURNMENT**

Adjourn meeting to Tuesday, September 5, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



## DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

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**NEAL CAIAZZO**  
DIRECTOR

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

DATE: JULY 31, 2023

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 15, 2023, CONSENT AGENDA

RE: REQUEST TO FILL A VACANT OFFICE SUPERVISOR POSITION

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

Authorize the Department of Social Services to fill a vacant, funded and budgeted Office Supervisor position as soon as administratively possible.

### **Background and Discussion**

The Department of Social Services has experienced a vacancy at the Office Supervisor position when the incumbent retired. As is explained in further detail on the attached position classification form, this is a mission critical position in the Department of Social Services. The position is responsible for the supervision of the front desk operations, clerical and administrative functions, and registration of new applications. With that in mind, the Department requests that your Board approve refilling the position as soon as administratively possible.

### **Financial Impact**

There is no financial impact to the General Fund resulting from this action.

Copies: DSS Management Staff

Enclosures:

**Position Classification:** Office Supervisor

**FTE:** 1.00

**Budgeted Position:** Yes

This position is part of the administrative and clerical support structure of the Department of Social Services. Generally, administrative and clerical support functions are funded through Federal (50%), State General Fund dollars (35%) and 1992 Realignment (15%) dollars.

These funding allocations are established in state law.

**Mandated Program:** Yes.

Social Services programs are state-mandated and county-administered public services. Our mandates include requirements to interview all applicants for public assistance who are requesting CalFresh assistance as part of their application. Other mandates include screening for CalWORKs cash assistance and providing access to Covered California and the Affordable Care Act.

**Position Description:**

This position is responsible for oversight and supervision of administrative clerical functions. As explained elsewhere, this includes administrative accounting, Auditor claims, state claims and statistical reporting.

**Funding Sources:**

The funding to support these positions comes from federal pass through dollars, state funds and county 1991 Realignment dollars. There is no cost to the County's General Fund associated with this position.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### Position: Office Supervisor

- Is there a legitimate business, statutory or financial justification to fill the position?

Answer: Yes. CalFRESH (Foodstamps), Medi-Cal and CMSP are state mandated/county administered public assistance programs. The Office Supervisor provides supervisory oversight for employees who are receiving and processing applications as well as clerical functions for all Social Service programs.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

Answer: The position became vacant effective July 31, 2023.

- Can the department use other wages until the budget is adopted?

Answer: No.

- What are staffing levels at other counties for similar departments and/or positions?

Answer: Other counties are structured in a very similar way – that is supervisory oversight is a feature of the unit designated organizational structure. The state approves appropriate classification levels.

- What core function will be impacted without filling the position prior to July 1?

Answer: The Department would not have a first line supervisor with oversight responsibility for the staff that performs clerical and administrative functions.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Answer: We will not expend state funds that have been allocated to perform this work and Realignment dollars will be disbursed to cover the allocated overhead for other programs costing the Department money.

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

Answer: No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.



**PLUMAS COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Greg Ellingson, Director of Information Technology  
**MEETING DATE:** August 15, 2023  
**SUBJECT:** Information Technology

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**Recommendation:**

**Background and Discussion:**

**Action:**

**Fiscal Impact:**

**Attachments:**

1. Item 2.B.1.
2. Item 2.B.1A.



**AGREEMENT  
MPTS PROPERTY TAX SYSTEM  
MAINTENANCE**

THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2023 and terminating June 30, 2024 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 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, 2023, 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 & Forty One Thousand, Four Hundred & Thirty Four dollars and sixty four cents (\$141,434.64).
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

County shall determine whether any change or modification will cause a delay in Contractor completing all work and if so, the duration of such delay.

6. County's Responsibility to Provide. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

7. No Waiver by County. Inspection of the work by the County, or the statement by any officer, agent, or employee of the County, prior to written acceptance of the work or any part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's payment for the whole or any part of the work, or any combination of these acts, shall not relieve the Contractor of obligation to fulfill this Contract as prescribed. Waiver of any provision of this Agreement by the County in any single instance shall not prejudice County's right to enforcement of all provisions of this Agreement in any other instance.

8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

9. Patent or Copyright Infringement.

A. Contractor represents that the materials and products produced hereunder do not violate others intellectual property rights (which include patent, copyright, trademark, trade secret or other proprietary right.) In the event a claim, cause of action, proceeding or other legal action should arise in which there are claims that the materials and/or products infringe or violate another's intellectual property rights, Contractor shall undertake to protect, defend, settle or resolve the proceeding at no cost, whatsoever, to County, including, but not by way of limitation, legal fees, disbursements, judgments, or the like. Contractor shall protect, defend and indemnify and hold County harmless, subject only to County giving Contractor prompt written notice of any such third party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to documents and materials required in the defense of any such cause of action.

B. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement of a patent, copyright or trademark, Contractor may do any of the following: (1) obtain a legally binding right for County to use, at

no cost to County, the material and/or product; (2) replace or modify the material and/or product so that it is non-infringing yet still complies with the RFP and the Contract specifications; (3) repurchase the material and/or product by refunding all moneys paid by County to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to County and Contractor.

10. Title to Work. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS 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. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.
11. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this agreement, and must also be permitted to modify the code for its own use consistent with this agreement.
12. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:
  - A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
  - B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence (claim made).
  - C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non owned vehicles used in conjunction with Contractor's business of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence (claim made).
13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the aforementioned insurance shall be furnished by the Contractor to the County by

certificates of insurance. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

14. Insurance in Force and Effect During Contract Period. The insurance specified above shall be in a form and placed with an insurance company or companies satisfactory to County, and shall be kept in force and effect until completion to the satisfaction and acceptance by County of all work to be performed by the Contractor under this Agreement.
15. Confidentiality. Confidential information is defined as all information disclosed to Contractor which relates to the County's past, present, and future activities, as well as activities under this Contract. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such confidential information. This provision shall survive the termination or expiration of this agreement.
16. Independent Contractor. Contractor shall perform this contract as an independent contractor for all purposes. Contractor is not, and shall not be deemed, a County employee for any purpose, including worker's compensation. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which the duties imposed on Contractor by this contract shall be performed; provided that County may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. Contractor, not County, shall be responsible for Contractor's negligence and that of Contractor's agents and employees in performing the work. Contractor shall be entitled to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.
17. Termination. The County or Contractor may terminate this agreement with 60 days written notices.
18. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, California 95677. Notices to the County shall be addressed to Plumas County

Information Technology. 520 Main Street, Room 211. Quincy, CA 95971. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

**CONTRACTOR:**  
Megabyte Systems, Inc

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

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

**Plumas County:**

By: \_\_\_\_\_  
Greg Hagwood, *Chair*  
Board of Supervisors

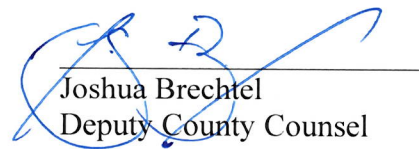
Date signed: \_\_\_\_\_

**ATTEST:**

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

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel

8/1/2023

## **EXHIBIT A**

### **SCOPE OF SERVICE**

#### **MPTS maintenance support services**

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
  - Web training classes
  - Training materials will be posted on the Megabyte website
  - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
  - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
  - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Megabyte full administrator rights (SA).



## **SQL server database support services**

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

## **Online Business Property Filing Maintenance/Support**

Contractor shall provide the following features and support services for MPTS Online Business (OBPF):

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change.
- View/Print of completed form(s).
- Extraction of data for web access.
- Audit reports.
- Import/merge of filed data to the personal property system.
- Images/PDF retained of the filed statements with access via the personal property subsystem.

## **Transient Occupancy Tax (TOT) Maintenance/Support**

Contractor shall provide the following features and support services for MPTS Transient Occupancy Tax (TOT):

- Intuitive, easy to navigate interface
- Flexibility in county setup (defining fiscal year start month, return due dates and penalties/fees)
- Ability to define multiple TOT rates and local (tourism) charges, calculated as a dollar amount per room sold or percent of receipts
- Ability to link properties to MPTS Assessment data
- Create and manage new TOT certificates, as well as certificates for existing TOT registration numbers
- Generation of quarterly TOT Return forms, registration certificates and letters
- Linking multiple certificates to a single filing agent
- TOT Return processing (including web portal for on-line filing of returns).
- Multiple returns can be filed for the same certificate and reporting period
- Process payments and deposits (including on-line credit card payments)
- Allowing partial payment of returns
- Various reports: non-payment, delinquency letter, financial reports

## 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 MPTS 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**

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**CONTRACTOR:**  
Megabyte Systems, Inc.

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

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

**Plumas County:**

By: \_\_\_\_\_  
Dwight Ceresola, *Chair*  
Board of Supervisors

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

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel

8/1/2023

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

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MPTS WEB SERVICES**

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

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

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Megabyte Systems, Inc.

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

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

**Plumas County:**

By: \_\_\_\_\_  
Dwight Ceresola, *Chair*  
Board of Supervisors

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

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel

3/14/2023



**PLUMAS COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT  
MEMORANDUM**

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

**FROM:** Greg Ellingson, Director of Information Technology

**MEETING DATE:** August 15, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement and Addendum between Plumas County Department of Information Technology and Megabyte Systems Inc.; for Megabyte property tax software support and maintenance; effective July 1, 2023; not to exceed \$141,434.64 (General Fund impact) increase of \$4,435.00 from original approved FY23/24 Budget; approved as to form by County Counsel.  
[View Item](#)

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**Recommendation:**

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 \$141,434.64 (General Fund impact); approved as to form by County Counsel.

**Background and Discussion:**

This will be the third time this has come to the board. The newest iteration has the correct dollar amount - \$141,434.64 compared to \$128,000.00 and the correct term dates (July 1, 2023 through June 30, 2024).

**Action:**

Approve the requested agenda item.

**Fiscal Impact:**

I.T. requested \$137,000 in the FY 23-24 budget to cover the expected increased costs of Megabyte. We will need to make a supplemental adjustment of approximately \$4,435 to cover the full cost of the software.

**Attachments:**

1. 23-128 FINAL (1)
2. 23-128 Addendum FINAL (1)

**AGREEMENT  
MPTS PROPERTY TAX SYSTEM  
MAINTENANCE**

THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2023 and terminating June 30, 2024 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 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, 2023, 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 & Forty One Thousand, Four Hundred & Thirty Four dollars and sixty four cents (\$141,434.64).
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

County shall determine whether any change or modification will cause a delay in Contractor completing all work and if so, the duration of such delay.

6. County's Responsibility to Provide. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

7. No Waiver by County. Inspection of the work by the County, or the statement by any officer, agent, or employee of the County, prior to written acceptance of the work or any part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's payment for the whole or any part of the work, or any combination of these acts, shall not relieve the Contractor of obligation to fulfill this Contract as prescribed. Waiver of any provision of this Agreement by the County in any single instance shall not prejudice County's right to enforcement of all provisions of this Agreement in any other instance.

8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

9. Patent or Copyright Infringement.

A. Contractor represents that the materials and products produced hereunder do not violate others intellectual property rights (which include patent, copyright, trademark, trade secret or other proprietary right.) In the event a claim, cause of action, proceeding or other legal action should arise in which there are claims that the materials and/or products infringe or violate another's intellectual property rights, Contractor shall undertake to protect, defend, settle or resolve the proceeding at no cost, whatsoever, to County, including, but not by way of limitation, legal fees, disbursements, judgments, or the like. Contractor shall protect, defend and indemnify and hold County harmless, subject only to County giving Contractor prompt written notice of any such third party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to documents and materials required in the defense of any such cause of action.

B. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement of a patent, copyright or trademark, Contractor may do any of the following: (1) obtain a legally binding right for County to use, at

no cost to County, the material and/or product; (2) replace or modify the material and/or product so that it is non-infringing yet still complies with the RFP and the Contract specifications; (3) repurchase the material and/or product by refunding all moneys paid by County to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to County and Contractor.

10. Title to Work. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS 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. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.
11. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this agreement, and must also be permitted to modify the code for its own use consistent with this agreement.
12. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:
  - A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
  - B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence (claim made).
  - C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non owned vehicles used in conjunction with Contractor's business of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence (claim made).
13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the aforementioned insurance shall be furnished by the Contractor to the County by

certificates of insurance. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

14. Insurance in Force and Effect During Contract Period. The insurance specified above shall be in a form and placed with an insurance company or companies satisfactory to County, and shall be kept in force and effect until completion to the satisfaction and acceptance by County of all work to be performed by the Contractor under this Agreement.
15. Confidentiality. Confidential information is defined as all information disclosed to Contractor which relates to the County's past, present, and future activities, as well as activities under this Contract. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such confidential information. This provision shall survive the termination or expiration of this agreement.
16. Independent Contractor. Contractor shall perform this contract as an independent contractor for all purposes. Contractor is not, and shall not be deemed, a County employee for any purpose, including worker's compensation. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which the duties imposed on Contractor by this contract shall be performed; provided that County may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. Contractor, not County, shall be responsible for Contractor's negligence and that of Contractor's agents and employees in performing the work. Contractor shall be entitled to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.
17. Termination. The County or Contractor may terminate this agreement with 60 days written notices.
18. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, California 95677. Notices to the County shall be addressed to Plumas County



Information Technology. 520 Main Street, Room 211. Quincy, CA 95971. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

**CONTRACTOR:**  
Megabyte Systems, Inc

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

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

**Plumas County:**

By: \_\_\_\_\_  
Greg Hagwood, *Chair*  
Board of Supervisors

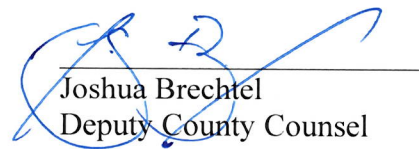
Date signed: \_\_\_\_\_

**ATTEST:**

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

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel

8/1/2023

## **EXHIBIT A**

### **SCOPE OF SERVICE**

#### **MPTS maintenance support services**

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
  - Web training classes
  - Training materials will be posted on the Megabyte website
  - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
  - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
  - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Megabyte full administrator rights (SA).

## **SQL server database support services**

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

## **Online Business Property Filing Maintenance/Support**

Contractor shall provide the following features and support services for MPTS Online Business (OBPF):

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change.
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**\$150.00 per hour**
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**ADDENDUM TO AGREEMENT  
PROPERTY TAX SYSTEM MAINTENANCE  
JULY 1<sup>st</sup> 2023**

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

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

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

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By: \_\_\_\_\_  
Dwight Ceresola, *Chair*  
Board of Supervisors

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

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel

8/1/2023

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

**MEGABYTE SYSTEMS INC  
MPTS WEB SERVICES**

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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 MPTS 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**

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**CONTRACTOR:**

Megabyte Systems, Inc.

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

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

**Plumas County:**

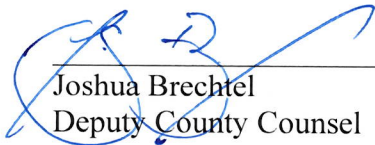
By: \_\_\_\_\_  
Dwight Ceresola, *Chair*  
Board of Supervisors

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

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel

3/14/2023

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 PLUMAS DISTRICT HOSPITAL, 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 Twenty-Nine Thousand and Ninety-One Dollars (\$29,091.00).
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.

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SUB CONTRACTOR INITIALS 

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and 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



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- 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

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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



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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:

Plumas District Hospital  
1065 Bucks Lake Road  
Quincy, CA 95971  
Attention: Lisette Brown, RN

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.

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- 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.

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**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)

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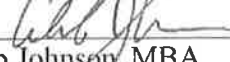
SUB CONTRACTOR INITIALS 



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

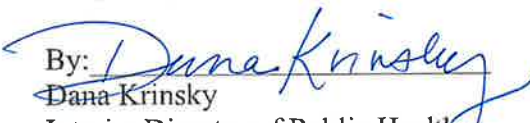
**SUB CONTRACTOR:**

Plumas District Hospital, a political subdivision of the State of California

By:   
Caleb Johnson, MBA  
Chief Financial Officer  
Date signed:

**COUNTY:**

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


By:   
Dana Krinsky  
Interim Director of Public Health  
Date signed:

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

**ATTEST:**

By: \_\_\_\_\_  
Name:  
Title:  
Date Signed:

Approved as to form:

 7/11/2023  
Joshua Brechtel  
Deputy County Counsel

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**EXHIBIT A**

**Scope of Work**

1. Serve as a medical provider for the Mountain Counties EIS Program in Plumas County: provide primary medical care in coordination with HIV consultant to 12-14 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. Responsible for scheduling clients for HIV Clinic days, coordinate and case conference with EIS patient coordinator and HIV consultant during quarterly 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 the provider's license and proof of medical liability insurance.

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## **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:

- i. Provide client data as needed to EIS patient coordinator for required reports to HRSA.
- ii. Input data into ARIES System.
- iii. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for the allowable categories of services outlined in the Sub Contractors Budget.
- iv. Provide PCPHA with a copy of the 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 RESPONSIBILITIES:**

- Examines and diagnoses patients 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.

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**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 and 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.

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**EXHIBIT B**

**Fee Schedule**

**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 Sub Contractor for services rendered in accordance with the Sub Contractor Budget below.

B. Invoice(s) Shall:

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

C. Invoice(s) schedule:

First, Second & Third Quarters, April 1, 2023-December 31, 20223, to be paid on the date of approval of this agreement by the Board of Supervisors in the amount of \$21,818.25.

Fourth Quarter, January 1, 2024-March 31, 2024, to be paid on March 15, 2024, in the amount of \$7,272.75.

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

Subcontractor Budget		Part C:							
Program		Plumas District Hospital							
Subcontractor		April 1, 2023 - March 31, 2024							
Contract Year									
Description		Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost	
Fringe Benefits									
April Leonardo, MD		0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	3,811	0.400	Fringe Rb	1,525	
Penas Balderas, RN		0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	21,104	0.400	Fringe Rb	8,442	
Schedula Reception		0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	826	0.400	Fringe Rb	330	
Total Fringe Benefits								10,297	
Travel									
Professional Development Trn		Continuing Education for Clinic Site CQM		CQI management activities	1,495	1.000	Unit Cost	1,495	
Total Travel								1,495	
Supplies									
Medical Supplies		Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	800	1.000	Unit Cost	800	
Total Supplies								800	
Total Subcontract								29,091	

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GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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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.

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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

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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).)



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**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
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	

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**1. Federal Equal Opportunity Requirements**

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

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

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- 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

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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

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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.

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- 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.

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- (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,



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- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
  - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
    - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
  - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
  - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the 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.

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**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.)

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- 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.

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- (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.

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- (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.

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- (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



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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



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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.

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- 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.

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- 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.



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**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.

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**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.

 COUNTY INITIALS

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**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.)

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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.



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## f. Earned/Accrued Compensation

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

## (a) Example No. 1:

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

## (b) Example No. 2:

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

## (c) Example No. 3:

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

## 32. Suspension or Stop Work Notification

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

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(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,

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

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

**b. Prohibition**

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

Attachment 1  
State of California  
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING


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

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

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

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

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

<u>Plumas District Hospital</u> <small>Name of Contractor</small>	<u>Caleb Johnson</u> <small>Printed Name of Person Signing for Contractor</small>
<u>Contract / Grant Number</u>	<u></u> <small>Signature of Person Signing for Contractor</small>
<u>7-27-23</u> <small>Date</small>	<u>CFO</u> <small>Title</small>

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

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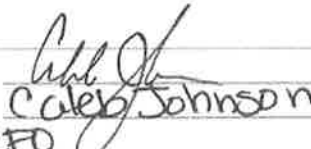
SUB CONTRACTOR INITIALS dh

## 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 1/7 OMB  
1545-0048

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:  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 tier above when the 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: Caleb Johnson Title: CFO Telephone No.: _____ Date: 7.27.23		
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 CDPII 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.

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- 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

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**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.

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- 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

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- (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.

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## 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>Caleb Johnson</u> Employee name (print)	<u></u> Employee Signature	<u>7.27.23</u> Date
_____ Supervisor name (print)	_____ Supervisor Signature	_____ Date
<u>Plumas District Hospital</u> Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

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**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
Plumas District Hospital	94
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Caleb Johnson	CFO
Date Executed	Executed in the County of
07.27.2023	Plumas

### 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,



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- 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



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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,



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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

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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.

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**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.

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- 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.



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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
  3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
  4. a description of the probable and proximate causes of the breach or security incident; and

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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.

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

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and 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.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- 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.



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**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.

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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.



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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:

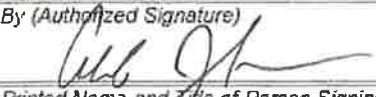
1.  We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.  

OR
2.  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.  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) <b>Plumas District Hospital</b>	Federal ID Number <b>94-6036992</b>
By (Authorized Signature) 	
Printed Name and Title of Person Signing <b>Caleb Johnson</b>	
Date Executed <b>7-27-23</b>	Executed in the County and State of <b>Plumas California</b>

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**RESOLUTION NO. 23-\_\_\_\_\_**

**AUTHORIZING THE PUBLIC HEALTH INTERIM DIRECTOR TO EXECUTE AND  
SUBMIT ASSOCIATED DOCUMENTS FOR THE FEDERAL FUNDING UNDER FTA  
SECTION 5310 (ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH  
DISABILITIES PROGRAM) WITH CALIFORNIA DEPARTMENT OF  
TRANSPORTATION**

**WHEREAS**, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5310 of the Federal Transit Act; and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects for the general public for the Enhanced Mobility of Seniors and Individuals with Disabilities Program; and

**WHEREAS**, Plumas County Seniors Transportation desires to apply for said financial assistance for the purchase of vehicles and operating assistance in Plumas County; and

**WHEREAS**, the Plumas County Seniors Transportation has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies.)

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Plumas County Board of Supervisors does hereby authorize the Interim Director of Public Health, to file and execute applications on behalf of the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5310 of the Federal Transit Act, as amended.

That Public Health Interim Director is authorized to execute and file all certifications and assurances, contracts or agreements or any other document required by the Department.

That Public Health Interim Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects.

That Public Health Interim Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project(s).

**PASSED AND ADOPTED** by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board Meeting held on the 15<sup>th</sup> day of August, 2023 by the following:

Ayes:

Noes:

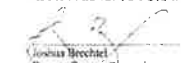
Absent:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

  
Joshua Beechler  
Deputy County Counsel





**California Department of Transportation  
Division of Rail and Mass Transportation  
Federal Transit Administration  
*Section 5310 - Enhanced Mobility of Seniors and Individuals  
with Disabilities*  
**APPLICATION GUIDELINE AND INSTRUCTIONS****

**I. Program Overview**

The Federal Transit Administration (FTA) Section 5310 Program is authorized under Title 49 U.S.C. 5310 providing funding to states and designated recipients to improve mobility for seniors and individuals with disabilities. All projects selected for 5310 funding must be **included in** a locally developed, coordinated public transit-human services transportation plan.

The Governor of California has designated the Caltrans Division of Rail and Mass Transportation (DRMT), Office of Transit Grants and Contracts as the recipient of FTA Section 5310 apportionment funds. Caltrans DRMT is responsible for the administration of program funds in accordance with federal and State laws, statutes, and regulations. The policy and procedures followed in the administration of the 5310 program is documented in the State Management Plan, approved by the FTA. The State Management Plan can be found in the DRMT, website here: [State Management Plan | Caltrans](https://dot.ca.gov/programs/rail-and-mass-transportation/state-management-plan) (<https://dot.ca.gov/programs/rail-and-mass-transportation/state-management-plan>)

The current cycle of 5310 funding includes FTA apportionment funds for Federal Fiscal Years (FFYs ) 2020 and 2021. All applications for the 5310 Traditional and Expanded projects must be submitted in the BlackCat Transit Data Management System (BlackCat) **no later than 3 pm on Wednesday, March 2, 2022.**

**II. Program Goal**

The goal of the FTA Section 5310 Program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding the transportation mobility options available. The Section 5310 Program provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

This program provides grant funds for capital, mobility management, and operating expenses for:

- Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable;

- Public transportation projects that exceed the requirements of the Americans with Disabilities Act (ADA);
- Public transportation projects that improve costs to fixed-route service and decrease reliance on complementary paratransit; and
- Alternatives to public transportation projects that assist seniors and individuals with disabilities.

### III. Funding Availability

Available funding for the 2022 Call for Projects includes FTA 5310 program funds for FFYs 2020 and 2021. Approximately \$20 million for Large UZAs; and \$15.1 million for Small Urban and Rural areas. In this cycle, projects are 100% federally funded: there is **no** required local match.

The following parameters will apply to the FFY 2021 Application Cycle:

1. Applicants may apply for funding for either 5310 Traditional Projects and/or the 5310 Expanded Projects which include Operating Assistance and Mobility Management.
2. For Small Urban and Rural Agencies only: The total maximum amount of 5310 funds for all projects cannot exceed \$400,000 per agency. The \$400,000 limit includes projects applied for in both Traditional and/or Expanded applications.
3. Funding requests for capital vehicles and/or equipment may be submitted on the Traditional Project grant application only.
4. Funding requests for operating assistance or mobility management may be made for up to two (2) years of funding. A separate Proposed Project Budget and Budget Worksheet must be completed for each year of requested funding.

### IV. Eligible Applicants

Applicants eligible for Section 5310 grant funding include:

- Private non-profit corporations (Traditional and Expanded projects)
- Public agencies where no private non-profits are readily available to provide the proposed service (Traditional projects)
- Public agencies that have been approved by the State to coordinate transportation services (Traditional projects)
- Public agencies such as state or local governmental bodies, Metropolitan Planning Organization (MPO), Regional Transportation Planning Agency (RTPA), social services agencies, and tribal government. (Expanded projects)

## V. Eligible Projects

The following chart outlines the types of projects eligible for Section 5310 grant funding:

Traditional Project Eligible Capital Expenses	Comments
Purchase of buses and vans (including baseline vehicle equipment)	Must be ADA accessible/No Sedan or SUVs
Vehicle procurement testing, inspection, and acceptance costs	
Wheelchair securement devices	
Radios and communication equipment (excludes cell phones and service agreements)	
Initial component installation costs	
Computer hardware and software (scheduling and dispatch software)	In support of 5310 program purposes only. Public transit services not eligible.
Extended warranties which do not exceed the industry standard	At the time of purchase only.
Transit related intelligent transportation systems (ITS); and the introduction of new technology, through innovative and improved products, into the transportation needs of the elderly and persons with disabilities.	Regional ITS Architecture Plan required at time of application. See <a href="http://www.dot.ca.gov/drm/t/fedits.html">http://www.dot.ca.gov/drm/t/fedits.html</a>
Expanded Project Eligible Activities	Comments
<b>Operating Activities</b> including: <ul style="list-style-type: none"> <li>•Expansion of paratransit services beyond the minimum requirements of ADA</li> <li>•Expansion of hours for paratransit service</li> <li>•Feeder service for intercity travel for which paratransit service is not required</li> <li>•Enhancement of services (same day; door-to-door; escorts)</li> <li>•Voucher programs</li> <li>•Volunteer Driver Programs (existing, new or expanded)</li> </ul>	Voucher programs excludes purchase of transit bus passes.
<b>Capital Activities</b> including: <ul style="list-style-type: none"> <li>•Accessibility equipment beyond ADA requirements</li> <li>•Mobility management activities including: Planning, development, implementation of coordinated transportation</li> </ul>	

services; Integration, coordination and promotion of access to transportation services; Development and operation of one-stop call center; Travel training/trip planning; Operational planning to acquire IT technologies for coordinated systems.	
<b>Ineligible for Traditional and/or Expanded Project Funding</b>	<b>Reason for not funding</b>
<b>Traditional Project</b> Acquisition of transportation services under a contract, lease, or other arrangement. Both capital and operating costs associated with contracted service are eligible capital expenses. User-side subsidies are considered one form of eligible arrangement. The State, as recipient, has the option to decide whether to provide funding for such acquired services. Funds may be requested for contracted services covering a time period of more than one year. The capital eligibility of acquisition of services as authorized in 49 U.S.C. 5310(a)(3) is limited to the Section 5310 program	We fund the equipment/capital costs and allow contracted services so long as there is <b>a State approved MOU</b> . <u>Excludes operating costs.</u>
<b>Traditional and Expanded Projects</b> Capital equipment lease	Staffing resource limitations
<b>Traditional and Expanded Projects</b> Purchase of equipment used for Preventive Maintenance	Staffing resource limitations
<b>Traditional and Expanded Projects</b> Vehicle rehabilitation; manufacture, or overhaul Wheelchair lifts	We purchase new vehicles only.
<b>Traditional and Expanded Projects</b> Purchase and installation of transit shelters, benches or other facility improvements	Staffing resource limitations.
<b>Traditional and Expanded Projects</b> Fixed route equipment such as, but not limited to: fareboxes, destination signs, stop request system (yellow pull cords), transfer cutters.	This program does not fund fixed route equipment. The purpose is to meet the <u>special needs</u> of seniors persons and Individuals with disabilities.

## VI. Electronic Grants Management System

Applications for FTA Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities, grant funding must be completed using the BlackCat Electronic Grant Management System (BlackCat). BlackCat is a secured, web-based system designed and developed to facilitate the

storage, management, and analysis of transit grants and funding resource information for Caltrans staff, grant applicants, and subrecipients.

#### A. Getting Started

Applicants must have a username and password in order to access BlackCat . Once you have received your user access information you may download the Agency User Guide in the “Help” section in the upper right corner of the Dashboard screen. The User Guide will provide information on how to maneuver through the BlackCat .

##### 1. Organization Tab (BlackCat User Guide-Section 3)

Applicants will be required to complete the organization profile before completing the grant application. Review the BlackCat User Guide, Section 3, to access, input, update, and/or verify your agency information. The organization information is vital to your application process and should be regularly updated throughout the grant management process as changes occur in your organization.

In addition to the organization profile and contact information, you can include your vehicle fleet information in the Inventories section. Although this information is not required in this grant cycle the BlackCat can track and manage your capital assets including periodic inspections and disposition procedures.

BlackCat can be used to track and manage your vehicle and equipment inventory as well as Requests for Reimbursements (RFR's), identification of your current and future projects, annual budget and funding requests.

#### B. Application Submittal

##### 1. ESTABLISHING YOUR PROJECTS AND BUDGET (BlackCat User Guide-Section 4)

- a. Before you can submit your application for grant funding you must create the project(s). To create a project, you will need for the current funding year along with the funding request (or budget) for each project. Once all your projects are completed you will then be able to attach them to your application.
- b. Select the Projects Tab to begin adding your projects for FFY 2022. Fill in all fields on this screen including FTA Line Item Code; Project Description; Total Estimated Cost; Priority and any additional notes. Once you save your entry, BlackCat will take you to the Project Summary screen where you will enter your project budget in the Funding Requests section.
- c. In the Funding Request (or budget) page you will enter numbers in the applicable fields for this project. The project budget page will be different depending on the type of project you entered. As you enter the project amounts, BlackCat will automatically calculate your totals. After you have saved your entry you are now ready to complete the application. You will need to complete a Funding Request for each project you have created in the Projects Tab.

2. GRANT APPLICATION (BlackCat User Guide-Section 5)

- a. Select the Applications Tab to view the grant opportunities available for your agency. To submit a new application you will select the New Grant Opportunities tab. Your application for the 5310 Traditional Program or 5310 Expanded Program must be submitted in BlackCat by **no later than 3 pm on Wednesday, March 2, 2022**. Once the application deadline date passes, you will no longer be able to submit any applications for the FFY 2021 grant funding.
- b. In the New Grant Opportunities tab, you will select the Apply button to create your grant application. If you move off the page and need to return to your application, you will find your application in the Pending Applications tab.
- c. Once the application is open, you must complete three (3) key sections: the **Project Specific Application**; the **Attachments**; and attaching **Project(s)**.
- d. Project Specific Application: Some sections of the application will require you to include a narrative response that is limited to the space provided. Please be brief and concise in your responses to describe pertinent information regarding the proposed project.
- e. Attachments: Your application must include completed and/or signed Applicant Eligibility Forms and Certifications along with your project specific application and supporting documentation. These forms and certifications are identified in the Project Specific Application as "Attachment A", "Attachment B", etc., and are followed by name of the form or certification. Locate the appropriately lettered Attachment file listed underneath the Project Specific Application file in BlackCat and download the form or certification, complete and upload. For all other Attachments mentioned in the Project Specific application, locate the appropriately lettered Attachment and upload the supporting documentation as required. In the listing of Attachments, the Attachments are identified with either a green or a blue icon. A green icon signifies a required Attachment for all applications, and a blue icon signifies an optional Attachment required for specific type of projects. For an application to be considered for funding all required Attachments must be included. No Attachments to the application will be accepted after **3 pm on Wednesday, March 2, 2022**.
- f. Attaching Projects: Once you have completed and uploaded all required Attachments, select the project(s) associated with the application. In the Application Tab scroll down to the Projects section and attach the applicable project(s).
- g. Once all the chosen project(s) are attached, they will show up in the Projects Tab. Check to make sure each project includes a completed funding request (or project budget). If you wish to make changes to the project budget you can access the project budget in the Projects Tab.
- h. Submit Application: Once all required and optional forms are completed and uploaded along with completed funding request(s), the Submit button

in the upper right-hand corner of the Applications Tab is **active** and your application can be submitted.

**NOTE:** Once submitted, the application is deemed final and changed may not be made. All application materials are considered public record. Therefore, applicants should not include confidential information such as client names, address, specific medical diagnoses, telephone numbers, and times the clients are scheduled to be transported. This type of information should be redacted from client lists or other documents submitted into BlackCat.

## VII. Additional Information or Assistance

If you have questions or need additional assistance please see below:

### **FTA 5310 Program Information:**

Caltrans, Div. of Rail & Mass Transportation

5310 Program website:

<http://www.dot.ca.gov/drmt/fed5310.html>

### **Your Local MPO or RTPA Contact(s) are found in BlackCat:**

<https://secure.blackcattransit.com/Login.aspx?site=cadot>

On the BlackCat Dashboard find the *Resource Tab/Global Resources/FTA Programs/5310/2022 Application Resources/RTPA/MPO Contact List*

### **Section 5310 Program Staff (including requesting access to BlackCat)**

<https://secure.blackcattransit.com/Login.aspx?site=cadot>

See BlackCat Dashboard (5310 Program)

BlackCat Access: [Joel.Rodriguez@dot.ca.gov](mailto:Joel.Rodriguez@dot.ca.gov)

### **Electronic Grants Management (BlackCat) Technical Support:**

BlackCat Grants Support

1-888-238-9707

[casupport@PantherInternational.com](mailto:casupport@PantherInternational.com)

## VIII. Glossary

### **ADA**

Americans with Disabilities Act, this Federal law is a comprehensive civil rights measure prohibiting discrimination against persons with disabilities in



employment, housing and transportation. The intent of ADA is to ensure equal access for persons with disabilities to public accommodations, public services, telecommunications and transportation.

<b>Active Service Vehicles</b>	The vehicles available to operate in revenue service at the end of your fiscal year, including: Spares; Vehicles temporarily out of service for routine maintenance and minor repairs; or Operational vehicles.
<b>Appropriate Funds</b>	All local shares must be provided from sources other than Federal funds except where specific legislative language of a Federal program permits its funds to be used to match other Federal funds.
<b>Capital Expense</b>	The expenses related to the purchase of equipment. Equipment means an article of non-expendable tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of: The capitalization level established by the government unit for financial statement purposes, or \$5,000. Capital expenses do not include operating expenses that are eligible to use capital funds.
<b>Charter Service</b>	A vehicle hired for exclusive use that does not operate over a regular route, on a regular schedule and is not available to the general public.
<b>Backup Vehicles</b>	Backup vehicles are defined as vehicles that are used from time-to-time, not on a daily basis to provide service.
<b>Bus</b>	Vehicle with a gross vehicle weight rating of more than 10,000 pounds as identified by the Original Equipment Manufacturer's weight certificate located on the driver's side door.
<b>CTC</b>	An acronym for California Transportation Commission. The body established by State law to advise and assist the Secretary of the Business, Transportation and Housing Agency and the Legislature in formulating and evaluating state policies and plans for transportation programs. The CTC is responsible for adopting the annual listing of approved Section 5310 projects before forwarding to FTA for approval.
<b>CTSA</b>	An acronym for Consolidated Transportation Service Agency. Local agency designated by the Regional Transportation Planning Agency to consolidate and coordinate social service transportation.
<b>Direct Cost</b>	An object class (e.g., labor, services, materials, and supplies) that is incurred exclusively for a particular function, mode, and type of service. For example, an operator whose time is spent solely driving a bus or a mechanic who only works on buses related to the transit service.
<b>Federal Award</b>	The amount of FTA assistance being provided subrecipients based on the approved application. Also referred to as the Federal/FTA Share or FTA award.

<b>Federal Transit Administration (FTA)</b>	The agency under the U.S. Department of Transportation that provides financial assistance and administers the Federal Transit Act, as amended, and specifically provides funding to the states for the Section 5310 program.
<b>Fixed Route Service</b>	Services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pickup and deliver passengers to specific locations; each fixed route trip serves the same origins and destinations, such as rail and bus; unlike demand responsive and vanpool services.
<b>Human Services Transportation</b>	Transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.
<b>Idle Time</b>	Idle time generally means the time the vehicle is not in direct passenger service.
<b>Materials and Supplies</b>	The tangible products obtained from outside suppliers or manufactured internally. Expenses include: Freight-in; Purchase discounts; Cash discounts; Sales taxes and excise taxes (except on fuel and lubricants) are to be included in the cost of the material or supply. Changes to these expense accounts will be for the materials and supplies issued from inventory for use and for the materials and supplies purchased for immediate use; i.e., without going through inventory.
<b>One-way Passenger Trips</b>	One-way passenger trips are counted as each time a person boards the vehicle no matter how many vehicles individuals use to travel from their origin to their destination. Trips should be counted regardless of whether an individual fare is collected for each leg of travel. It includes passenger trips on volunteer vehicles. A round trip travel would be counted as two passenger trips.
<b>Operating Costs</b>	Operating costs are considered those expenses necessary to operate, maintain, and manage a transit system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year.
<b>Private For-Profit Provider</b>	A nonpublic entity that provides public transportation services. For-profit entities exist primarily to generate a profit, (i.e., a surplus of revenues over expenditures).
<b>Private Nonprofit Provider</b>	A nonpublic entity with a tax-free status that provides public transportation services. Nonprofit entities exist to provide a particular service (e.g., public transportation) to the community. Nonprofit refers to a type of business - one that is organized under rules that forbid the distribution of profits to owners. Profit refers to a surplus of revenues over expenditures.
<b>Readily Available</b>	Readily available is defined as willing, interested and capable of providing the proposed service at a comparable cost to the identified clientele in the same

	service area, with the same hours of frequency, and at the same level of service.
<b>Vanpool and Ride-sharing</b>	A transit mode comprised of vans, small buses and other vehicles operating as a ride sharing arrangement, providing transportation to a group of individuals traveling directly between their homes and a regular destination within the same geographical area. The vehicles shall have a minimum seating capacity of seven persons, including the driver.
<b>RTPA</b>	An acronym for Regional Transportation Planning Agency. Local agency responsible for transportation planning activities and allocating of transit funds in a specified region. RTPAs can be Local Transportation Commissions, Councils of Governments, Metropolitan Planning Organizations or statutorily created agencies.
<b>Service Area</b>	A measure of access to transit service in terms of population served and area coverage (square miles). The reporting transportation agency determines the service area boundaries and population for most transit services using the definitions contained in the Americans with Disabilities Act of 1990 (ADA).
<b>Social Service Agency</b>	A public or private nonprofit organization providing specialized programs and transportation service to a specific clientele such as the elderly and persons with disabilities.
<b>Travel Training</b>	Travel training is short-term, comprehensive, intensive instruction designed to teach students how to travel safely and independently on public transportation. The goal is to train students to travel independently to a regularly visited destination and back. Specially trained personnel provide the travel training, typically on a one-to-one basis.
<b>Unqualified Audit Opinion</b>	An acceptable audit, indicating that the agency is in compliance with generally accepted accounting principles. Note: any other type of opinions, e.g., "qualified with exceptions," "reportable conditions," "material weaknesses," "noncompliance with requirement," will be evaluated on a case-by-case basis.
<b>Useful Life</b>	The expected lifetime of project property, or the acceptable period of use in service. Useful life of revenue rolling stock begins on the date the vehicle is placed in service and continues until it is removed from service.
<b>Van</b>	Vehicle with a gross vehicle weight rating of <u>less</u> than 10,000 pounds as identified by the Original Equipment Manufacturer's weight certificate located on driver's side door.



## 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:** August 15, 2023

**SUBJECT:** Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health and Plumas District Hospital, to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$29,091.00, no impact to the General Fund; approved as to form by County Counsel. [View Item](#)

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**Recommendation:**

The Interim 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; Plumas District Hospital, in the amount of \$29,091.00 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 an Agreement between Plumas County Public Health and Plumas District Hospital, to provide services related to the Ryan White Part C Program for FY 2023-2024; not to exceed \$29,091.00.

**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. PARTC2324PDH


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 PLUMAS DISTRICT HOSPITAL, 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 Twenty-Nine Thousand and Ninety-One Dollars (\$29,091.00).
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.

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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

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- 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

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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

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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:

Plumas District Hospital  
1065 Bucks Lake Road  
Quincy, CA 95971  
Attention: Lisette Brown, RN

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.

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- 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.

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PARTC2324PDH

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)

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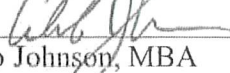
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SUB CONTRACTOR INITIALS 

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

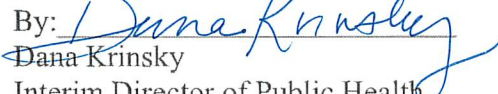
**SUB CONTRACTOR:**

Plumas District Hospital, a political  
subdivision of the State of California

By:   
Caleb Johnson, MBA  
Chief Financial Officer  
Date signed:

**COUNTY:**

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


By:   
Dana Krinsky  
Interim Director of Public Health  
Date signed:

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

**ATTEST:**

By: \_\_\_\_\_  
Name:  
Title:  
Date Signed:

Approved as to form:

 7/11/2023  
Joshua Brechtel  
Deputy County Counsel

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**EXHIBIT A****Scope of Work**

1. Serve as a medical provider for the Mountain Counties EIS Program in Plumas County: provide primary medical care in coordination with HIV consultant to 12-14 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. Responsible for scheduling clients for HIV Clinic days, coordinate and case conference with EIS patient coordinator and HIV consultant during quarterly 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 the provider's license and proof of medical liability insurance.

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## 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:

- i. Provide client data as needed to EIS patient coordinator for required reports to HRSA.
- ii. Input data into ARIES System.
- iii. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for the allowable categories of services outlined in the Sub Contractors Budget.
- iv. Provide PCPHA with a copy of the provider's license and proof of medical liability insurance.

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## HIV EARLY INTERVENTION SERVICES (EIS) PRIMARY CARE PHYSICIAN JOB DESCRIPTION

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**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 RESPONSIBILITIES:

- Examines and diagnoses patients 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.

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**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 and 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.

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**EXHIBIT B**

**Fee Schedule**

**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 Sub Contractor for services rendered in accordance with the Sub Contractor Budget below.

B. Invoice(s) Shall:

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

C. Invoice(s) schedule:

First, Second & Third Quarters, April 1, 2023-December 31, 2023, to be paid on the date of approval of this agreement by the Board of Supervisors in the amount of \$21,818.25.

Fourth Quarter, January 1, 2024-March 31, 2024, to be paid on March 15, 2024, in the amount of \$7,272.75.

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

Subcontractor Budget		Part-C						
Program		Plumas District Hospital						
Subcontractor		April 1, 2023 - March 31, 2024						
Contract Year								
	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
<b>Fringe Benefits</b>								
	April Leopardo, MD	0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	3,811	0.400	Fringe Pk	1,525
	Patricia Balcaras, RN	0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	21,004	0.400	Fringe Pk	
	Schwartz, Debra Ann	0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	836	0.400	Fringe Pk	330
Total Fringe Benefits								1,855
<b>Travel</b>								
	Professional Development (TN)	Continuing Education for Clinic Site CCM		ECM management activities	1,485	1.000	Unit Cost	1,485
Total Travel								1,485
<b>Supplies</b>								
	Medical Supplies	Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	800	1.000	Unit Cost	
Total Supplies								
Total Subcontract								29,091

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SUB CONTRACTOR INITIALS *Colb*

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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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.

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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.

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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).)

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**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
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	

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**1. Federal Equal Opportunity Requirements**

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

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

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- 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.

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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

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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.

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- 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.

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- (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,

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- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
  - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
  - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
  - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the 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.

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**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.)

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- 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.

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- (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.

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- (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 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.

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- (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

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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

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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.

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- 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.

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- 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.

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**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.

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**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.

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**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.)

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**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.

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f. Earned/Accrued Compensation

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

(a) Example No. 1:

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

(b) Example No. 2:

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


(c) Example No. 3:

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

32. Suspension or Stop Work Notification

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

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(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,

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

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

**b. Prohibition**

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

 COUNTY INITIALS

Attachment 1  
State of California  
Department of Health Care Services

**CERTIFICATION REGARDING LOBBYING**

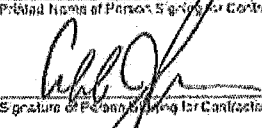
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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, subgrantees, 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.

<u>Plumas District Hospital</u> <small>Name of Contractor</small>	<u>Caleb Johnson</u> <small>Printed Name of Person Signing for Contractor</small>
<hr/> <small>Contract / Grant Number</small>	 <small>Signature of Person Signing for Contractor</small>
<u>7-27-23</u> <small>Date</small>	<u>CFO</u> <small>Title</small>

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

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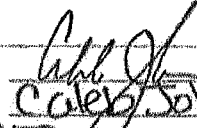
SUB CONTRACTOR INITIALS CJJ

## 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 OASD  
CDA-1014

<b>1. Type of Federal Action:</b> <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		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>		
<b>6. Federal Department/Agency</b>			<b>7. Federal Program Name/Description:</b> CDFA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10.a. Name and Address of Lobbying Registrant</b> (If individual, last name, first name, MI):			<b>10.b. Individuals Performing Services (including address if different from 10a.)</b> (Last name, First name, MI):		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</b>			Signature:  Print Name: <u>Caleb Johnson</u> Title: <u>CFO</u> Telephone No.: _____ Date: <u>7.27.23</u>		
<b>Federal Use Only</b>				Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

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**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.

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- 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.

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**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                            |

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**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.

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- 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

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- (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.

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(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."

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**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.

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*Alb*

## 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.

Caleb Johnson            7-27-23  
Employee name (print)      Employee Signature      Date

\_\_\_\_\_  
Supervisor name (print)      Supervisor Signature      Date

Plumas District Hospital  
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
Plumas District Hospital	94
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Caleb Johnson	CFO
Date Executed	Executed in the County of
07-27-2023	Plumas

**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,

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- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug free policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

**NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

**CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

**EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

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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:**

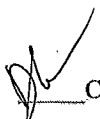
Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.


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,

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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

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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.

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**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.

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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

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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.

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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:


1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
  3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
  4. a description of the probable and proximate causes of the breach or security incident; and

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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.

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

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and 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.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- 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.

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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 PCI 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.


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**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.

Company Name (Printed)		Federal ID Number
Rumas District Hospital		94-6086992
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
Caleb Johnson		
Date Executed	Executed in the County and State of	
7-27-23	Rumas California	

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## 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:** August 15, 2023

**SUBJECT:** Approve a RESOLUTION authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation; no impact to the General Fund; approved as to form by County Counsel. **View Item**

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**Recommendation:**

The interim Director of Public Health respectfully recommends that the Board of Supervisors adopt the attached resolution authorizing the Interim Director of Public Health to apply for and execute the application and submit associated documents for federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with the California Department of Transportation.

**Background and Discussion:**

The U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistant projects for non-urbanized public transportation systems under Section 5310 of the Federal Transit Act. The California Department of Transportation has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects for the general public for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

The Plumas County Public Health Agency by and through the Seniors Nutrition and Transportation Department is seeking to apply for said financial assistance for the purchase of vehicles and operating assistance. The 5310 application requires a resolution granting authority to the Interim Director of Public Health to execute the application and file all certifications and assurances, contracts or agreements, and submit and approve requests for reimbursement of funds from Caltrans.

**Action:**

Approve a RESOLUTION authorizing the Interim Director of Public Health to execute and submit associated documents for the federal funding under FTA Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) with California Department of Transportation; no impact to the General Fund; approved as to form by County Counsel.

**Fiscal Impact:**

No fiscal impact to the General Fund.

**Attachments:**

1. RESOLUTION Enhanced Mobility of Seniors and Individuals with Disabilities Program
2. Application Guideline and Instructions

RESOLUTION NO. 23-\_\_\_\_\_

**AUTHORIZING THE PUBLIC HEALTH INTERIM DIRECTOR TO EXECUTE AND  
SUBMIT ASSOCIATED DOCUMENTS FOR THE FEDERAL FUNDING UNDER FTA  
SECTION 5310 (ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH  
DISABILITIES PROGRAM) WITH CALIFORNIA DEPARTMENT OF  
TRANSPORTATION**

**WHEREAS**, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5310 of the Federal Transit Act; and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects for the general public for the Enhanced Mobility of Seniors and Individuals with Disabilities Program; and

**WHEREAS**, Plumas County Seniors Transportation desires to apply for said financial assistance for the purchase of vehicles and operating assistance in Plumas County; and

**WHEREAS**, the Plumas County Seniors Transportation has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies.)

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Plumas County Board of Supervisors does hereby authorize the Interim Director of Public Health, to file and execute applications on behalf of the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5310 of the Federal Transit Act, as amended.

That Public Health Interim Director is authorized to execute and file all certifications and assurances, contracts or agreements or any other document required by the Department.

That Public Health Interim Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects.

That Public Health Interim Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project(s).

**PASSED AND ADOPTED** by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board Meeting held on the 15<sup>th</sup> day of August, 2023 by the following:

Ayes:

Noes:

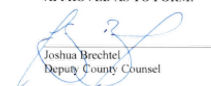
Absent:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

  
Joshua Brechtel  
Deputy County Counsel





California Department of Transportation  
Division of Rail and Mass Transportation  
Federal Transit Administration  
*Section 5310 - Enhanced Mobility of Seniors and Individuals  
with Disabilities*  
**APPLICATION GUIDELINE AND INSTRUCTIONS**

## I. Program Overview

The Federal Transit Administration (FTA) Section 5310 Program is authorized under Title 49 U.S.C. 5310 providing funding to states and designated recipients to improve mobility for seniors and individuals with disabilities. All projects selected for 5310 funding must be **included in** a locally developed, coordinated public transit-human services transportation plan.

The Governor of California has designated the Caltrans Division of Rail and Mass Transportation (DRMT), Office of Transit Grants and Contracts as the recipient of FTA Section 5310 apportionment funds. Caltrans DRMT is responsible for the administration of program funds in accordance with federal and State laws, statutes, and regulations. The policy and procedures followed in the administration of the 5310 program is documented in the State Management Plan, approved by the FTA. The State Management Plan can be found in the DRMT, website here: [State Management Plan | Caltrans](https://dot.ca.gov/programs/rail-and-mass-transportation/state-management-plan) (<https://dot.ca.gov/programs/rail-and-mass-transportation/state-management-plan>)

The current cycle of 5310 funding includes FTA apportionment funds for Federal Fiscal Years (FFYs ) 2020 and 2021. All applications for the 5310 Traditional and Expanded projects must be submitted in the BlackCat Transit Data Management System (BlackCat) **no later than 3 pm on Wednesday, March 2, 2022.**

## II. Program Goal

The goal of the FTA Section 5310 Program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation services and expanding the transportation mobility options available. The Section 5310 Program provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

This program provides grant funds for capital, mobility management, and operating expenses for:

- Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable;

- Public transportation projects that exceed the requirements of the Americans with Disabilities Act (ADA);
- Public transportation projects that improve costs to fixed-route service and decrease reliance on complementary paratransit; and
- Alternatives to public transportation projects that assist seniors and individuals with disabilities.

### III. Funding Availability

Available funding for the 2022 Call for Projects includes FTA 5310 program funds for FFYs 2020 and 2021. Approximately \$20 million for Large UZAs; and \$15.1 million for Small Urban and Rural areas. In this cycle, projects are 100% federally funded: there is **no** required local match.

The following parameters will apply to the FFY 2021 Application Cycle:

1. Applicants may apply for funding for either 5310 Traditional Projects and/or the 5310 Expanded Projects which include Operating Assistance and Mobility Management.
2. For Small Urban and Rural Agencies only: The total maximum amount of 5310 funds for all projects cannot exceed \$400,000 per agency. The \$400,000 limit includes projects applied for in both Traditional and/or Expanded applications.
3. Funding requests for capital vehicles and/or equipment may be submitted on the Traditional Project grant application only.
4. Funding requests for operating assistance or mobility management may be made for up to two (2) years of funding. A separate Proposed Project Budget and Budget Worksheet must be completed for each year of requested funding.

### IV. Eligible Applicants

Applicants eligible for Section 5310 grant funding include:

- Private non-profit corporations (Traditional and Expanded projects)
- Public agencies where no private non-profits are readily available to provide the proposed service (Traditional projects)
- Public agencies that have been approved by the State to coordinate transportation services (Traditional projects)
- Public agencies such as state or local governmental bodies, Metropolitan Planning Organization (MPO), Regional Transportation Planning Agency (RTPA), social services agencies, and tribal government. (Expanded projects)

## V. Eligible Projects

The following chart outlines the types of projects eligible for Section 5310 grant funding:

Traditional Project Eligible Capital Expenses	Comments
Purchase of buses and vans (including baseline vehicle equipment)	Must be ADA accessible/No Sedan or SUVs
Vehicle procurement testing, inspection, and acceptance costs	
Wheelchair securement devices	
Radios and communication equipment (excludes cell phones and service agreements)	
Initial component installation costs	
Computer hardware and software (scheduling and dispatch software)	In support of 5310 program purposes only. Public transit services not eligible.
Extended warranties which do not exceed the industry standard	At the time of purchase only.
Transit related intelligent transportation systems (ITS); and the introduction of new technology, through innovative and improved products, into the transportation needs of the elderly and persons with disabilities.	Regional ITS Architecture Plan required at time of application. See <a href="http://www.dot.ca.gov/drm/t/fedits.html">http://www.dot.ca.gov/drm/t/fedits.html</a>
Expanded Project Eligible Activities	Comments
<b>Operating Activities</b> including: <ul style="list-style-type: none"> <li>•Expansion of paratransit services beyond the minimum requirements of ADA</li> <li>•Expansion of hours for paratransit service</li> <li>•Feeder service for intercity travel for which paratransit service is not required</li> <li>•Enhancement of services (same day; door-to-door; escorts)</li> <li>•Voucher programs</li> <li>•Volunteer Driver Programs (existing, new or expanded)</li> </ul>	Voucher programs excludes purchase of transit bus passes.
<b>Capital Activities</b> including: <ul style="list-style-type: none"> <li>•Accessibility equipment beyond ADA requirements</li> <li>•Mobility management activities including: Planning, development, implementation of coordinated transportation</li> </ul>	



services; Integration, coordination and promotion of access to transportation services; Development and operation of one-stop call center; Travel training/trip planning; Operational planning to acquire IT technologies for coordinated systems.	
<b>Ineligible for Traditional and/or Expanded Project Funding</b>	<b>Reason for not funding</b>
<b>Traditional Project</b> Acquisition of transportation services under a contract, lease, or other arrangement. Both capital and operating costs associated with contracted service are eligible capital expenses. User-side subsidies are considered one form of eligible arrangement. The State, as recipient, has the option to decide whether to provide funding for such acquired services. Funds may be requested for contracted services covering a time period of more than one year. The capital eligibility of acquisition of services as authorized in 49 U.S.C. 5310(a)(3) is limited to the Section 5310 program	We fund the equipment/capital costs and allow contracted services so long as there is <b>a State approved MOU.</b> <u>Excludes operating costs.</u>
<b>Traditional and Expanded Projects</b> Capital equipment lease	Staffing resource limitations
<b>Traditional and Expanded Projects</b> Purchase of equipment used for Preventive Maintenance	Staffing resource limitations
<b>Traditional and Expanded Projects</b> Vehicle rehabilitation; manufacture, or overhaul Wheelchair lifts	We purchase new vehicles only.
<b>Traditional and Expanded Projects</b> Purchase and installation of transit shelters, benches or other facility improvements	Staffing resource limitations.
<b>Traditional and Expanded Projects</b> Fixed route equipment such as, but not limited to: fareboxes, destination signs, stop request system (yellow pull cords), transfer cutters.	This program does not fund fixed route equipment. The purpose is to meet the <u>special needs</u> of seniors persons and Individuals with disabilities.

## VI. Electronic Grants Management System

Applications for FTA Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities, grant funding must be completed using the BlackCat Electronic Grant Management System (BlackCat). BlackCat is a secured, web-based system designed and developed to facilitate the

storage, management, and analysis of transit grants and funding resource information for Caltrans staff, grant applicants, and subrecipients.

## A. Getting Started

Applicants must have a username and password in order to access BlackCat . Once you have received your user access information you may download the Agency User Guide in the “Help” section in the upper right corner of the Dashboard screen. The User Guide will provide information on how to maneuver through the BlackCat .

### 1. Organization Tab (BlackCat User Guide-Section 3)

Applicants will be required to complete the organization profile before completing the grant application. Review the BlackCat User Guide, Section 3, to access, input, update, and/or verify your agency information. The organization information is vital to your application process and should be regularly updated throughout the grant management process as changes occur in your organization.

In addition to the organization profile and contact information, you can include your vehicle fleet information in the Inventories section. Although this information is not required in this grant cycle the BlackCat can track and manage your capital assets including periodic inspections and disposition procedures.

BlackCat can be used to track and manage your vehicle and equipment inventory as well as Requests for Reimbursements (RFR's), identification of your current and future projects, annual budget and funding requests.

## B. Application Submittal

### 1. ESTABLISHING YOUR PROJECTS AND BUDGET (BlackCat User Guide-Section 4)

- a. Before you can submit your application for grant funding you must create the project(s). To create a project, you will need for the current funding year along with the funding request (or budget) for each project. Once all your projects are completed you will then be able to attach them to your application.
- b. Select the Projects Tab to begin adding your projects for FFY 2022. Fill in all fields on this screen including FTA Line Item Code; Project Description; Total Estimated Cost; Priority and any additional notes. Once you save your entry, BlackCat will take you to the Project Summary screen where you will enter your project budget in the Funding Requests section.
- c. In the Funding Request (or budget) page you will enter numbers in the applicable fields for this project. The project budget page will be different depending on the type of project you entered. As you enter the project amounts, BlackCat will automatically calculate your totals. After you have saved your entry you are now ready to complete the application. You will need to complete a Funding Request for each project you have created in the Projects Tab.



2. GRANT APPLICATION (BlackCat User Guide-Section 5)

- a. Select the Applications Tab to view the grant opportunities available for your agency. To submit a new application you will select the New Grant Opportunities tab. Your application for the 5310 Traditional Program or 5310 Expanded Program must be submitted in BlackCat by **no later than 3 pm on Wednesday, March 2, 2022**. Once the application deadline date passes, you will no longer be able to submit any applications for the FFY 2021 grant funding.
- b. In the New Grant Opportunities tab, you will select the Apply button to create your grant application. If you move off the page and need to return to your application, you will find your application in the Pending Applications tab.
- c. Once the application is open, you must complete three (3) key sections: the **Project Specific Application**; the **Attachments**; and attaching **Project(s)**.
- d. Project Specific Application: Some sections of the application will require you to include a narrative response that is limited to the space provided. Please be brief and concise in your responses to describe pertinent information regarding the proposed project.
- e. Attachments: Your application must include completed and/or signed Applicant Eligibility Forms and Certifications along with your project specific application and supporting documentation. These forms and certifications are identified in the Project Specific Application as "Attachment A", "Attachment B", etc., and are followed by name of the form or certification. Locate the appropriately lettered Attachment file listed underneath the Project Specific Application file in BlackCat and download the form or certification, complete and upload. For all other Attachments mentioned in the Project Specific application, locate the appropriately lettered Attachment and upload the supporting documentation as required. In the listing of Attachments, the Attachments are identified with either a green or a blue icon. A green icon signifies a required Attachment for all applications, and a blue icon signifies an optional Attachment required for specific type of projects. For an application to be considered for funding all required Attachments must be included. No Attachments to the application will be accepted after **3 pm on Wednesday, March 2, 2022**.
- f. Attaching Projects: Once you have completed and uploaded all required Attachments, select the project(s) associated with the application. In the Application Tab scroll down to the Projects section and attach the applicable project(s).
- g. Once all the chosen project(s) are attached, they will show up in the Projects Tab. Check to make sure each project includes a completed funding request (or project budget). If you wish to make changes to the project budget you can access the project budget in the Projects Tab.
- h. Submit Application: Once all required and optional forms are completed and uploaded along with completed funding request(s), the Submit button

in the upper right-hand corner of the Applications Tab is **active** and your application can be submitted.

**NOTE:** Once submitted, the application is deemed final and changed may not be made. All application materials are considered public record. Therefore, applicants should not include confidential information such as client names, address, specific medical diagnoses, telephone numbers, and times the clients are scheduled to be transported. This type of information should be redacted from client lists or other documents submitted into BlackCat.

## VII. Additional Information or Assistance

If you have questions or need additional assistance please see below:

**FTA 5310 Program Information:**

Caltrans, Div. of Rail & Mass Transportation

5310 Program website:

<http://www.dot.ca.gov/drmt/fed5310.html>

**Your Local MPO or RTPA Contact(s) are found in BlackCat:**

<https://secure.blackcattransit.com/Login.aspx?site=cadot>

On the BlackCat Dashboard find the *Resource Tab/Global Resources/FTA Programs/5310/2022 Application Resources/RTPA/MPO Contact List*

**Section 5310 Program Staff (including requesting access to BlackCat)**

<https://secure.blackcattransit.com/Login.aspx?site=cadot>

See BlackCat Dashboard (5310 Program)

BlackCat Access: [Joel.Rodriguez@dot.ca.gov](mailto:Joel.Rodriguez@dot.ca.gov)

**Electronic Grants Management (BlackCat) Technical Support:**

BlackCat Grants Support

1-888-238-9707

[casupport@PantherInternational.com](mailto:casupport@PantherInternational.com)

## VIII. Glossary

**ADA**

Americans with Disabilities Act, this Federal law is a comprehensive civil rights measure prohibiting discrimination against persons with disabilities in

employment, housing and transportation. The intent of ADA is to ensure equal access for persons with disabilities to public accommodations, public services, telecommunications and transportation.

<b>Active Service Vehicles</b>	The vehicles available to operate in revenue service at the end of your fiscal year, including: Spares; Vehicles temporarily out of service for routine maintenance and minor repairs; or Operational vehicles.
<b>Appropriate Funds</b>	All local shares must be provided from sources other than Federal funds except where specific legislative language of a Federal program permits its funds to be used to match other Federal funds.
<b>Capital Expense</b>	The expenses related to the purchase of equipment. Equipment means an article of non-expendable tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of: The capitalization level established by the government unit for financial statement purposes, or \$5,000. Capital expenses do not include operating expenses that are eligible to use capital funds.
<b>Charter Service</b>	A vehicle hired for exclusive use that does not operate over a regular route, on a regular schedule and is not available to the general public.
<b>Backup Vehicles</b>	Backup vehicles are defined as vehicles that are used from time-to-time, not on a daily basis to provide service.
<b>Bus</b>	Vehicle with a gross vehicle weight rating of more than 10,000 pounds as identified by the Original Equipment Manufacturer's weight certificate located on the driver's side door.
<b>CTC</b>	An acronym for California Transportation Commission. The body established by State law to advise and assist the Secretary of the Business, Transportation and Housing Agency and the Legislature in formulating and evaluating state policies and plans for transportation programs. The CTC is responsible for adopting the annual listing of approved Section 5310 projects before forwarding to FTA for approval.
<b>CTSA</b>	An acronym for Consolidated Transportation Service Agency. Local agency designated by the Regional Transportation Planning Agency to consolidate and coordinate social service transportation.
<b>Direct Cost</b>	An object class (e.g., labor, services, materials, and supplies) that is incurred exclusively for a particular function, mode, and type of service. For example, an operator whose time is spent solely driving a bus or a mechanic who only works on buses related to the transit service.
<b>Federal Award</b>	The amount of FTA assistance being provided subrecipients based on the approved application. Also referred to as the Federal/FTA Share or FTA award.



<b>Federal Transit Administration (FTA)</b>	The agency under the U.S. Department of Transportation that provides financial assistance and administers the Federal Transit Act, as amended, and specifically provides funding to the states for the Section 5310 program.
<b>Fixed Route Service</b>	Services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pickup and deliver passengers to specific locations; each fixed route trip serves the same origins and destinations, such as rail and bus; unlike demand responsive and vanpool services.
<b>Human Services Transportation</b>	Transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.
<b>Idle Time</b>	Idle time generally means the time the vehicle is not in direct passenger service.
<b>Materials and Supplies</b>	The tangible products obtained from outside suppliers or manufactured internally. Expenses include: Freight-in; Purchase discounts; Cash discounts; Sales taxes and excise taxes (except on fuel and lubricants) are to be included in the cost of the material or supply. Changes to these expense accounts will be for the materials and supplies issued from inventory for use and for the materials and supplies purchased for immediate use; i.e., without going through inventory.
<b>One-way Passenger Trips</b>	One-way passenger trips are counted as each time a person boards the vehicle no matter how many vehicles individuals use to travel from their origin to their destination. Trips should be counted regardless of whether an individual fare is collected for each leg of travel. It includes passenger trips on volunteer vehicles. A round trip travel would be counted as two passenger trips.
<b>Operating Costs</b>	Operating costs are considered those expenses necessary to operate, maintain, and manage a transit system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year.
<b>Private For-Profit Provider</b>	A nonpublic entity that provides public transportation services. For-profit entities exist primarily to generate a profit, (i.e., a surplus of revenues over expenditures).
<b>Private Nonprofit Provider</b>	A nonpublic entity with a tax-free status that provides public transportation services. Nonprofit entities exist to provide a particular service (e.g., public transportation) to the community. Nonprofit refers to a type of business - one that is organized under rules that forbid the distribution of profits to owners. Profit refers to a surplus of revenues over expenditures.
<b>Readily Available</b>	Readily available is defined as willing, interested and capable of providing the proposed service at a comparable cost to the identified clientele in the same

service area, with the same hours of frequency, and at the same level of service.

<b>Vanpool and Ride-sharing</b>	A transit mode comprised of vans, small buses and other vehicles operating as a ride sharing arrangement, providing transportation to a group of individuals traveling directly between their homes and a regular destination within the same geographical area. The vehicles shall have a minimum seating capacity of seven persons, including the driver.
<b>RTPA</b>	An acronym for Regional Transportation Planning Agency. Local agency responsible for transportation planning activities and allocating of transit funds in a specified region. RTPAs can be Local Transportation Commissions, Councils of Governments, Metropolitan Planning Organizations or statutorily created agencies.
<b>Service Area</b>	A measure of access to transit service in terms of population served and area coverage (square miles). The reporting transportation agency determines the service area boundaries and population for most transit services using the definitions contained in the Americans with Disabilities Act of 1990 (ADA).
<b>Social Service Agency</b>	A public or private nonprofit organization providing specialized programs and transportation service to a specific clientele such as the elderly and persons with disabilities.
<b>Travel Training</b>	Travel training is short-term, comprehensive, intensive instruction designed to teach students how to travel safely and independently on public transportation. The goal is to train students to travel independently to a regularly visited destination and back. Specially trained personnel provide the travel training, typically on a one-to-one basis.
<b>Unqualified Audit Opinion</b>	An acceptable audit, indicating that the agency is in compliance with generally accepted accounting principles. Note: any other type of opinions, e.g., "qualified with exceptions," "reportable conditions," "material weaknesses," "noncompliance with requirement," will be evaluated on a case-by-case basis.
<b>Useful Life</b>	The expected lifetime of project property, or the acceptable period of use in service. Useful life of revenue rolling stock begins on the date the vehicle is placed in service and continues until it is removed from service.
<b>Van</b>	Vehicle with a gross vehicle weight rating of <u>less</u> than 10,000 pounds as identified by the Original Equipment Manufacturer's weight certificate located on driver's side door.



## PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

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

**FROM:** Robert McAdams, Department Fiscal Officer II

**MEETING DATE:** August 15, 2023

**SUBJECT:** Approve and Authorize Board Chair to sign an agreement between Facility Services and Silver State Elevator for monthly inspection, maintenance and as-needed repair of County's elevator systems. Contract not to exceed \$27,000.00, approved in the FY 2023-2024 budget. Approved as to form by County Counsel. Fiscal impact: annual inspection/maintenance service direct cost to General Fund is \$21,840.00; additional \$5,160.00 is for incidental cost and will be used if needed.  
[View Item](#)

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### **Recommendation:**

Approve and Authorize Board Chair to sign agreement between Facility Services and Silver State Elevator for monthly inspection, maintenance and as-needed repair of County's elevator systems. Contract not to exceed \$27,000.00. Approved as to form.

### **Background and Discussion:**

Silver State Elevator Co. provides required monthly inspections and maintenance to the county's elevator systems located at the Plumas County Courthouse, Permit Center, Annex, and Quincy Memorial Hall (quarterly inspections for chair lift at the hall as required by law). Additional \$5,160.00 is for incidentals arising from inspections to purchase parts, labor charges, and emergency call-outs.

### **Action:**

Approve and Authorize Board Chair to sign agreement between Facility Services and Silver State Elevator for monthly inspection, maintenance and as-needed repair of County's elevator systems. Contract not to exceed \$27,000.00. Approved as to form.

### **Fiscal Impact:**

Fiscal impact: annual inspection/maintenance service direct cost to General Fund is \$21,840.00; additional \$5,160.00 is for incidental cost and will be used if needed.

### **Attachments:**

1. 20230807111029

### 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 **Dept. of Facility Services & Airports** (hereinafter referred to as "County"), and **Silver State Elevator, Co.**, a NV corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty Seven Thousand dollars and 00/100 (\$27,000.00)**.
3. Term. The term of this agreement shall be from **September 1, 2023 through August 31, 2024**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

\_\_\_\_ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS \_\_\_\_

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

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



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

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

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

obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **C11 – Elevator Installation issued by the State of California, No. 434959.**

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

\_\_\_\_ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS \_\_\_\_

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:

Facility Services & Airports  
County of Plumas  
198 Andy's Way  
Quincy CA 95971  
Attention: JD Moore, Director

Contractor:

Silver State Elevator, Co.  
PO Box 5309  
Reno NV 89513  
Attention: Ernest Rosaia, CEO/CFO

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.

\_\_\_\_ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS \_\_\_\_



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

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

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

\_\_\_\_ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS \_\_\_\_

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

**CONTRACTOR:**

Silver State Elevator, Co., a NV corporation

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

Name: Ernest Rosaia

Title: CEO/CFO

Date signed:

**COUNTY:**

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

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

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:


**ATTEST:**

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

Name:

Title: Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_ COUNTY INITIALS

- 8 -

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

## **EXHIBIT A**

### **Scope of Work**

Contractor to provide monthly elevator services to the following units:

- Passenger elevator located at 520 Main St, Quincy CA 95971
- Passenger elevator located at 555 Main St., Quincy CA 95971
- Passenger elevator located at 270 County Hospital Rd, Quincy CA 95971

Contractor to provide quarterly elevator service to the following unit:

- ADA wheelchair lift located at 274 Lawrence St., Quincy CA 95971

Elevator service will be as follows:

1. Regularly examine, clean, lubricate, and adjust: Motor, generator, machine and controller parts, including brake shoes and coils, brushes, commutators, resistors, coils, contacts, roller guides, operating valves, pumps, and other parts.
2. Complete examination of governor and all safety devices.
3. Silver State Elevator Company will furnish the following supplies when necessary:  
Oil and grease.
4. Annual safety tests required by the State of California.
5. All work is to be performed during regular hours of the normal work week.

## **EXHIBIT B**

### **Fee Schedule**

1. One thousand eight hundred twenty dollars (\$1,820.00) per month, twenty-one thousand, eight hundred forty dollars (\$21,840.00) annually. Additional five thousand, one hundred sixty dollars (\$5,160.00) for incidentals (emergency repair, overtime pay, etc.) not covered in this agreement, for maximum contract amount of twenty-seven thousand dollars (\$27,000.00).
2. Unless otherwise specified, Contractor shall be paid monthly upon submittal of a written invoice to County setting forth the following:
  - a. A description of the services provided including the date of service(s), amount of time expended, and any applicable hourly rate.
  - b. A description of any reimbursable materials and costs incurred, dates(s) incurred, to whom incurred, together with supporting documentation for the same.
3. Unless otherwise specified, County shall make payment within 30 days of receipt of Contractor's invoice.
4. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Paragraph 2 on page 1 of this agreement.

\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_



**PLUMAS COUNTY  
BUILDING DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:**  
**MEETING DATE:** August 15, 2023  
**SUBJECT:** Building Department

---

**Recommendation:**

**Background and Discussion:**

**Action:**

**Fiscal Impact:**

**Attachments:**

1. Item 2.E.1.

Fy 22/23

**COUNTY OF PLUMAS  
REQUEST FOR BUDGET APPROPRIATION TRANSFER  
OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**

(Auditor's Use Only)

Department: Abandoned Vehicle Abatement      Dept. No: 20447      Date: 7/27/2023

The reason for this request is (check one):

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

**Approval Required**

Board  
Board  
Board  
Auditor  
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001V	2044744	44671	State Vehicle Abatement	6,529.00
Total (must equal transfer to total)				6,529.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001V	2044758	58000	Transfer Out	6,529.00
Total (must equal transfer to total)				6,529.00

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED  
R JUL 27 10

Auditor's / Risk



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

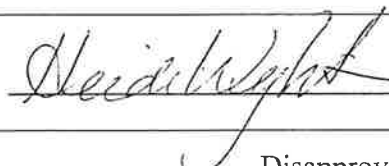
A) Insufficient funds budgeted. See attached memo.

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority:



☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

### INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY  
BUILDING DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Charles White, Director of Building Services  
**MEETING DATE:** August 15, 2023  
**SUBJECT:** Approve and authorize supplemental budget request in the Abandoned Vehicle Abatement increasing revenue account 44671 and expense account 58000 by \$6,529 for FY 2022-2023. No impact to the General Fund. Discussion and possible action. [View Item](#)

---

**Recommendation:**

Approve and authorize the supplemental budget request increasing State Vehicle Abatement (44671) and Transfer Out (58000) by \$6,529 for FY 2022-23. (No impact to General Fund), Discussion and possible action.

**Background and Discussion:**

The Abandoned Vehicle Abatement Program is 100% funded by revenue generated by vehicle registrations that have been collected since 2007.

**Action:**

Supplemental budget request increasing revenue account 44671 and transfer out of expense account 58000 in the amount \$6,529 for FY 2022-23.

**Fiscal Impact:**

None to General Fund.

**Attachments:**

1. Vehicle Abatement back up

Fy22/23

**COUNTY OF PLUMAS  
REQUEST FOR BUDGET APPROPRIATION TRANSFER  
OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**

(Auditor's Use Only)

Department: Abandoned Vehicle Abatement      Dept. No: 20447      Date: 7/27/2023

The reason for this request is (check one):

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

**Approval Required**

Board  
Board  
Board  
Auditor  
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001V	2044744	44671	State Vehicle Abatement	6,529.00
Total (must equal transfer to total)				6,529.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001V	2044758	58000	Transfer Out	6,529.00
Total (must equal transfer to total)				6,529.00

Supplemental budget requests require Auditor/Controller's signature

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

**RECEIVED**  
R JUL 27 2023

Auditor's / Risk

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

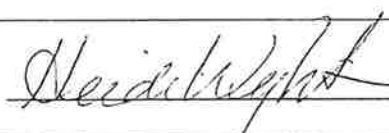
A) Insufficient funds budgeted. See attached memo.

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority:



☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:**  
**MEETING DATE:** August 15, 2023  
**SUBJECT:** Sheriff's Office

---

**Recommendation:**

**Background and Discussion:**

**Action:**

**Fiscal Impact:**

**Attachments:**

None



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Roni Towery

**MEETING DATE:** August 15, 2023

**SUBJECT:** Adopt RESOLUTION Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023; no impact to General Fund, approved as to form by County Counsel; Roll call vote  
[View Item](#)

---

**Recommendation:**

Adopt RESOLUTION Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023

**Background and Discussion:**

The Sheriff's Office oversees the Victim Witness grant programs. A Resolution is required to authorize the Sheriff to apply and be appointed as the official designee for the Victim Witness grant award agreements.

The VW grant funds a full-time Victim Witness Advocate and half of the Victim Witness Coordinator position. It also funds the necessary supplies and expenses relating to the program.

During a recent CalOES Victim Witness grants assessment, it was discovered that the Resolution did not contain the proper language as required by the CalOES Victim Services Branch and it had not received Board approval.

The application and Resolution have been reviewed and approved as to form by County Counsel.

Approval of this Resolution ratifying the application and receipt of the funding will make this grant compliant and resolve the findings from the assessment for the VW 22 30 0320 grant award.

The Sheriff's Fiscal Officer worked with County Counsel to make sure that the future Resolutions contain the proper language requested by CalOES Victim Services Branch and is training staff on proper grant procedures for obtaining Board approvals.

**Action:**

Adopt RESOLUTION Ratifying Sheriff's application, receipt and disbursement of grant funds in the amount of \$282,976 from the Office of Emergency Services for funding the Victim Witness grant program period 10/01/2022 to 09/30/2023

**Fiscal Impact:**

No General Fund impact

**Attachments:**

1. VW 22 30 0320 Resolution
2. VW 22 30 320 Application





**RESOLUTION NO. 23-\_\_\_\_\_**

**RATIFYING THE SHERIFF'S APPLICATION, RECEIPT AND DISBURSEMENT OF GRANT FUNDS IN THE AMOUNT OF \$282,976 FROM THE OFFICE OF EMERGENCY SERVICES FOR FUNDING THE VICTIM WITNESS PROGRAM FOR THE GRANT PERIOD 10/01/2022 TO 09/30/2023**

**WHEREAS**, the California Governor's Office of Emergency Services ("Cal OES") has awarded a grant to the Plumas County Sheriff's Office ("PCSO") to fund the Victim/Witness Assistance Program through the grant award agreement VW 22 30 0320; and,

**WHEREAS**, the terms and conditions of the Cal OES grant award required authority from the Board of Supervisors to enter into the grant agreement on 08/08/2022; and,

**WHEREAS**, the Plumas County purchasing policy required approval from the Board of Supervisors to enter into a grant agreement for the amount of \$282,976 on 08/08/2022; and,

**WHEREAS**, the sheriff is requesting retroactive ratification that grants authority to the Sheriff of Plumas County to have entered into an agreement with Cal OES to receive grant funds for funding the Victim/Witness Program; and-

**NOW, THEREFORE, BE IT RESOLVED** that the Sheriff of the County of Plumas is authorized to have entered into an agreement with Cal OES for the receipt of grant funds in the amount of \$282,976 on 8/8/2022.

**BE IT FURTHER RESOLVED** that this grant was spent on funding for the Victim/Witness Program during the 10/1/2022 to 09/30/2023 grant period.

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 \_\_\_\_ day of \_\_\_\_\_, 2023 by the following:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:  
  
Joshua Brechtel  
Deputy County Counsel

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient:

2. Implementing Agency:

3. Implementing Agency Address:

4. Location of Project:

5. Disaster/Program Title:

7. Indirect Cost Rate:

1a. UEM#:

2a. UEM#:

QUINCY

PLUMAS

QUINCY

PLUMAS

10/1/2022

9/30/2023

6. Performance/Budget Period:

Federally Approved ICR (if applicable):

PLUMAS COUNTY

PLUMAS COUNTY SHERIFF'S OFFICE

1400 E MAIN

QUINCY

VW - Victim/Witness Assistance Program

N/A

95971-9402

95971-9402

10/1/2022

9/30/2023

100%

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	VOCA		\$110,000					\$110,000
9.	2022	VOCA		\$154,143					\$154,143
10.	2022	VWA0	\$18,833						\$18,833
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	\$18,833	\$264,143	\$282,976				\$282,976

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name:

Payment Mailing Address:

Signature:

Title:

City:

Date:

Zip Code+4:

TODD JOHNS

1400 E MAIN STREET

[Signature]

SHERIFF/CORONER

QUINCY

9/1/22

95971-9402

16. Federal Employer ID Number:

946000528

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer)

(Date)

(Cal OES Director or Designee)

(Date)

Approved as to form:

[Signature]

Joshua Brechtel

Deputy County Counsel



## Grant Subaward Contact Information

### Information and Instructions

Key personnel are the official points of contact for the Grant Subaward, including the individuals identified on this form (per Subrecipient Handbook (SRH) Section 3.005).

Complete all sections of this form using the instructions below. Each individual must have a unique email address specific to them.

This form must be submitted as part of the Grant Subaward Application and with a Grant Subaward Modification (Cal OES Form 2-223) if changes are requested during the Grant Subaward performance period.

1. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Grant Subaward Director** (per SRH Section 3.010).
2. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Financial Officer** (per SRH Section 3.020).
3. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Programmatic Point of Contact** (per SRH Section 3.015).
4. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Financial Point of Contact** (per SRH Section 3.025).
5. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (e.g. chief of police, superintendent of schools) for the Implementing Agency (per SRH Section 1.020).
6. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Official Designee** (per SRH Section 3.030) as stated in Section 1.5 of the Grant Subaward Face Sheet (Cal OES Form 2-101).
7. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Chair** of the **Governing Body** of the Subrecipient, if applicable. This must be direct contact information.



## Grant Subaward Contact Information

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

1. **Grant Subaward Director:**

Name: TODD JOHNS Title: SHERIFF/CORONER

Telephone #: (530)283-6389 Email Address: tjohns@pcso.net

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

2. **Financial Officer:**

Name: RONI TOWERY Title: PL CO SHERIFF FISCAL OFFICER

Telephone #: (530)283-6396 Email Address: ronitowery@countyofplumas.com

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

3. **Programmatic Point of Contact:**

Name: KORI BOUMA Title: PROGRAM DIRECTOR

Telephone #: (530)283-6071 Email Address: kbouma@pcso.net

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

4. **Financial Point of Contact:**

Name: RONI TOWERY Title: PL CO SHERIFF FISCAL OFFICER

Telephone #: (530)283-6396 Email Address: ronitowery@countyofplumas.com

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: TODD JOHNS Title: SHERIFF/CORONER

Telephone #: (530)283-6389 Email Address: tjohns@pcso.net

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

6. **Official Designee**, as stated in Section 1.5 of the Grant Subaward Face Sheet:

Name: TODD JOHNS Title: SHERIFF/CORONER

Telephone #: (530)283-6389 Email Address: tjohns@pcso.net

Address/City/ Zip Code (9-digit): 1400 E MAIN STREET, QUINCY CA 95971-9402

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: KEVIN GOSS Title: CHAIR/PL CO BOARD OF SUPERVISORS

Telephone #: (530)283-6170 Email Address: pcbs@countyofplumas.com

Address/City/ Zip Code (9-digit): 520 MAIN STREET RM 309, QUINCY CA 95971-9402



## Grant Subaward Signature Authorization

### Information and Instructions

This form identifies the signatures for the Grant Subaward Director (see Subrecipient Handbook (SRH) Section 3.010) and Financial Officer (see SRH Section 3.020) and allows Subrecipients to designate up to five additional signers for each. **The Grant Subaward Director and Financial Officer are authorizing the additional person(s) identified to sign on their behalf on all Grant Subaward-related matters.**

Complete all sections of the form. **No single individual may be authorized to sign for both the Grant Subaward Director and Financial Officer.** The individuals identified as the Grant Subaward Director and Financial Officer must match the individuals identified on the Grant Subaward Contact Information (Cal OES Form 2-102). **The Grant Subaward Director and Financial Officer must sign this form.**

This form must be submitted as part of the Grant Subaward Application and with a Grant Subaward Modification (Cal OES Form 2-223) if changes are requested during the Grant Subaward performance period.



## Grant Subaward Signature Authorization

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

Implementing Agency: PLUMAS COUNTY SHERIFF'S OFFICE

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

### Grant Subaward Director:

Printed Name: TODD JOHNS

Signature: 

Date: 7/7/2022


### Financial Officer:

Printed Name: RONI TOWERY

Signature: 

Date: 7/7/22

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: 

Printed Name: KORI BOUMA

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

The following persons are authorized to sign for the **Financial Officer**:

Signature: 

Printed Name: STEVE CLARK

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_





## **Grant Subaward Certification of Assurance of Compliance** Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that the Subrecipient will comply with the requirements and restrictions outlined in the Subrecipient Handbook, including but not limited to:

- Proof of Authority,
- State and federal civil rights laws,
- Equal Employment Opportunity,
- Drug-Free Workplace,
- California Environmental Quality Act, and
- Lobbying.

**The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form.** For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name

## Grant Subaward Certification of Assurance of Compliance

Subrecipient: COUNTY OF PLUMAS

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	PLUMAS COUNTY VICTIM WITNESS ASSISTANCE PROGRAM	VW22 30 0320	10/1/22-9/30/23
2			
3			
4			
5			
6			

I, TODD JOHNS (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

### I. **Proof of Authority – SRH 1.055**

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

### II. **Civil Rights Compliance – SRH Section 2.020**

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

### III. **Equal Employment Opportunity – SRH Section 2.025**

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.





**Cal OES**

GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

**IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030**

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

**V. California Environmental Quality Act (CEQA) – SRH Section 2.035**

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

**VI. Lobbying – SRH Sections 2.040 and 4.105**

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

**All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.**

**CERTIFICATION**

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: \_\_\_\_\_

Official Designee's Typed Name: TODD JOHNS

Official Designee's Title: \_\_\_\_\_

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

SHERIFF/CORONER

**AUTHORIZED BY:**

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

☐ City Financial Officer

☐ City Manager

☒ Governing Board Chair

☐ County Financial Officer

☐ County Manager

Signature: \_\_\_\_\_

Typed Name: KEVIN GOSS

Title: PLUMAS COUNTY BOARD OF SUPERVISORS, CHAIR

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



## **Federal Fund Grant Subaward Assurances**

### **Information and Instructions**

This document is a binding affirmation that, in addition to the requirements and restrictions outlined in the Subrecipient Handbook, Subrecipients will comply with the assurances required by the federal program/fund source.

**The Official Designee (see SRH Section 3.030) must sign this form.**

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new federal fund source is being added to the Grant Subaward, and/or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the assurances are received by Cal OES after the execution of the applicable Grant Subaward. Cal OES will notify Subrecipients when this is required.



**Federal Fund Grant Subaward Assurances**  
**Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program**

Subrecipient: COUNTY OF PLUMAS

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	PLUMAS COUNTY VICTIM WITNESS ASSISTANCE PROGRAM	VA22 30 0320	10/1/22-9/30/23
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

**1. Required Audits and Financial Statements (SRH Section 14.005)**

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

- ☒ Subrecipient expends \$750,000 or more in federal funds annually.
- ☐ Subrecipient does not expend \$750,000 or more in federal funds annually.

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

For more information and resources on the Part 200 Uniform Requirements as they relate, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

### **3. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information**

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### **4. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

### **5. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity

program.

**6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, that relate to nondiscrimination on the basis of sex in certain "educational programs."

**7. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

**8. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

**9. Requirement for Data on Performance and Effectiveness under the Grant Subaward**

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

## **10. Determination of Suitability to Interact with Participating Minors**

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

## **11. Compliance with DOJ Grants Financial Guide**

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

## **12. Encouragement of Policies to Ban Text Messaging while Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## **13. Compliance with General Appropriations-law Restrictions on the use of Federal Funds**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

for guidance, and may not proceed without the express prior written approval of Cal OES.

#### **14. Potential Imposition of Additional Requirements**

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

#### **15. Employment Eligibility Verification for Hiring under the Grant Subaward**

a. Subrecipients (and any Second-Tier Subrecipients) must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:
  - a) This Grant Subaward requirement for verification of employment eligibility, and
  - b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>).



## **16. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters**

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):
  - 1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - 2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.
- b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:
  - 1) Subrecipients represent that:
    - a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and
- 2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

## **17. OJP Training Guiding Principles**

Subrecipients (and any Second-Tier Subrecipients) agree that they will adhere to the OJP Training Guiding Principle for Grantee and Subgrantees (available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>) for all training or training materials developed or delivered with these funds.

## **18. Federal Authorization**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

## **19. Requirements Related to System for Award Management and Universal Identifier Requirements**

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **20. Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

## **21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed \$250,000**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

## **22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP Authority to Terminate Grant Subaward)**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients

(and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

### **23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward— (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### **24. Discrimination Findings**

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

### **25. VOCA Requirements**

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

**CERTIFICATION**

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: \_\_\_\_\_



7/7/2022

Official Designee's Typed Name: TODD JOHNS

Official Designee's Title: SHERIFF/CORONER

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

**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient:			Grant Subaward #:VW22			
A. Personnel Costs - Line-item description and calculation	20 VOCA	20 VOCA Match	22 VOCA	22 VOCA Match	22 VWAO	Total Amount Allocated
<b>VW DIRECTOR SALARY</b>						
\$2,213.28 bi-weekly x 26 pay periods = \$57,545.28	\$13,772		\$13,773			\$27,545
<b>MVA portion of VW Director Salary</b>	\$10,000		\$20,000			\$30,000
<b>OVERTIME/ON CALL</b>	\$12,756		\$13,577			\$26,333
2 Staff members on-call pay is paid at 2 hrs per weekday 3 hrs per weekend/holiday						
\$1358.97 PER PAY PERIOD X 26 = \$35,333.33						
scene etc for victims to assist with shelter, transportation, interviews etc. The remainder of overtime is to cover hours due to late court for homicide cases and call outs longer than 2 hrs						
<b>MVA VW ADVOCATE</b>	\$10,893		\$20,984			\$31,877
1,229.51 bi-weekly x 26 pay periods = \$31,967.26						
Provide assistance with Restraining Orders, transportation, escort and support for Court, Interviews with DA and LE						
<b>PERS</b>	\$12,792		\$12,791			\$25,583
\$981.88 bi-weekly x 26 pay periods = \$25,528.98						
<b>7.65% FICA &amp; MEDICARE OASDI</b>	\$4,776		\$4,775			\$9,551
124845.87 x 7.65% = \$9550.71						
<b>HEALTH INSURANCE</b>	\$8,689		\$8,690			\$17,379
\$668.45 bi-weekly x 2 x 26 pay periods = \$17,379.60						
<b>CELL PHONE ALLOWANCE \$40.00 bi-weekly x 24pay periods x 2=\$1920.00</b>	\$480		\$1,440			\$1,920
<b>OPEB LIABILITY (YEARLY)</b>	\$666		\$667			\$1,333
<b>UNEMPLOYMENT INSURANCE (YEARLY)</b>	\$146		\$145			\$291
<b>WORKERS COMP INSURANCE (YEARLY)</b>	\$364		\$365			\$729
<b>LIABILITY SELF FUND INSURANCE (YEARLY)</b>	\$141		\$141			\$282
<b>EXTRA HELP HIRE SALARY X 2 MVA EMPLOYEES</b>						
\$1116 bi-weekly x 26 pay periods = \$29,016	\$14,508		\$14,508			\$29,016
<b>7.65% FICA</b>						
\$29,016 x 7.65% = \$2,220	\$1,110		\$1,110			\$2,220
<b>Personnel Costs Fund Source Totals</b>	\$91,093		\$112,966			\$204,059
<b>PERSONNEL COSTS CATEGORY TOTAL</b>						\$204,059

Subrecipient:			Grant Subaward #:VW22			
B. Operating Costs - Line-item description and calculation	20 VOCA	20 VOCA Match	22 VOCA	22 VOCA Match	22 VWAO	Total Amount Allocated
<b>OFFICE SUPPLIES</b> Pens, paper, Printer toner, ink cartridges \$1,554.75 x 12=\$18,657	\$1,867		\$7,706		\$2,454	\$12,027
<b>COPIER MAINTANENCE</b> 12 X \$180.00	\$1,080		\$1,080			\$2,160
<b>COMMUNICATIONS</b> Land line Phones \$196 per month x 12 = \$2,352	\$1,176		\$1,176			\$2,352
<b>VEHICLE MAINTANENCE</b> Oil Change 8 @ \$58 = \$464 Expedition & Subaru Summer and Winter tires \$4,000 Repairs 735 x 12 mo. = \$8,825 estimated	\$466		\$7,219		\$5,604	\$13,289
<b>LOCAL TRAVEL Fuel for vehicles</b> 3000 gal @6.00/gal 17 mpg x 48,000 MILES 3000 gal x \$/gal = \$18000	\$6,000		\$12,000			\$18,000
Additional misc fuel for out of county transports			\$2,000			\$2,000
<b>EMERGENCY CLIENT COSTS</b> Food, Clothing, Shelter, etc. 60 Client x 122.26=\$13,336					\$3,684	\$3,684
MVA Portion \$6,668 VW Portion \$6,668	\$2,090		\$5,396		\$2,166	\$9,652
<b>ASSOCIATION DUES (Yearly) CCVAA</b>					\$125	\$125
<b>OFFICE FURNITURE</b> Desks Chairs File Cabinets etc	\$928		\$1,600		\$3,000	\$5,528
<b>COMPUTERS AND PRINTERS X 4</b>	\$2,000		\$2,000		\$800	\$4,800
<b>POSTAGE 166.66/mo x 12 mo = \$2,000</b>	\$2,000					\$2,000
<b>DATA COLLECTION \$25/mox12mo=\$300</b>	\$300					\$300
<b>PRE PAID CELL PHONES FOR DV CLIENTS</b> \$100 ea x 30	\$1,000		\$1,000		\$1,000	\$3,000
Operating Costs Fund Source Totals	\$18,907		\$41,177		\$18,833	\$78,917
<b>OPERATING COSTS CATEGORY TOTAL</b>						\$78,917



## Grant Subaward Budget Pages

### Multiple Fund Sources

[illegible]

<b>Grant Subaward Totals</b> - Totals must match the Grant Subaward Face Sheet	<b>20 VOCA</b>	<b>20 VOCA Match</b>	<b>22 VOCA</b>	<b>22 VOCA Match</b>	<b>22 VWAO</b>	<b>Total Project Cost</b>
<b>Fund Source Totals</b>	<b>\$110,000</b>		<b>\$154,143</b>		<b>\$18,833</b>	<b>\$282,976</b>



## Grant Subaward Budget Narrative

Grant Subaward #: VW 22 30 0320

Subrecipient: PLUMAS COUNTY

### Budget Narrative

Grant funds will be used to provide salaries in the amount of **\$204,059**.

Project staff includes one full-time VW/MVA Director/Coordinator (\$27,545 VW, \$30,000 MVA)), one full-time MVA Advocate (\$31,877), Employee benefits covered by the Victim/Witness Grant include, Health Insurance benefit of (\$17,379) per year, PERS Retirement 18.9% (\$25,583), FICA/Medicare 7.65% (\$9,551), Workers' Compensation (729), Unemployment Insurance (\$291), Overtime/On-Call (\$26,333), (Victim Witness staff is notified immediately 24 hours a day/7 days a week of a Victim/Witness of violent crime by the Sheriff's Dispatcher, Deputies, Hospital Staff or the local Crisis Center. Staff then makes contact with the Victim/Witness by phone when possible or responds to the crime scene or location of the Victim/Witness with Law Enforcement. Staff will then arrange shelter and take care of the Victim/Witness's immediate needs including transportation for the Victim/Witness after hours, and accompany victims to forensic interviews and exams in sexual assault cases, transport victims to shelter at the Local Domestic Violence facility or a motel if necessary) Liability Insurance (\$282), OPEB Liability (\$1,333), Cell phone allowance paid to employee (\$1,920).

Two part-time Extra Help MVA Advocate Positions (\$29,016), FICA/Medicare 7.65% (\$2,220).

The Victim/Witness Director/Coordinator is responsible for overseeing the day to day operation of the program, as well as managing project activities including statistical and program reporting and other office tasks including inter-agency coordination, annual grant writing responsibilities, budget preparation, expenditure and report writing. Extra help Office Staff/Advocates are responsible for covering the offices, answering phones and covering court as needed.

The total **Personal Services** costs to the grant are **\$204,059**.

The total **Operating Expense** provided by grant funds is **\$78,917**. Operating Expenses include general office supplies of (\$12,027), Copier Maintenance of (\$2,160), Communications of (\$2,352), Council Dues (\$125), Office Furniture (\$5,528), Computers and printers (\$4,800), Vehicle Maintenance of (\$13,289), Postage (\$2,000), Data Collection Service (\$300), Emergency



## Grant Subaward Budget Narrative

Grant Subaward #: VW 22 30 0320

Subrecipient: PLUMAS COUNTY

Pre Paid Cell Phones for DV Clients (\$3,000), and Emergency Client costs (\$7,652).

Travel/Training budget for Project staff is **\$18,000**. Travel budget includes, Local Travel costs for transporting clients, site visits, etc. (\$18,000). The County Travel Policy is used.

Office supplies include the purchase of items such as pens, pencils, postage and copy expenses. The Program audit is covered by the County of Plumas.

Fuel costs are associated to field visits when meeting with clients away from the office and for responding after hours. A large percentage of clients do not have transportation and most often clients will be in a shelter or at the hospital during the initial contact. The Sheriff's Office has provided vehicles to the Project staff. Project funds are used to maintain these vehicles and pay for fuel.

The Project does not sub-contract services with Cal OES funds. The Project does not anticipate any out of state travel or the purchase of equipment, computers during this fiscal year.



## Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

### **Problem Statement:**

Plumas County, while being geographically sizeable, is sparsely populated with only 19,005 people in a county the size of Delaware. Over 65 percent of the land is National Forest and there are four widely dispersed towns and a number of small hamlets. The leading economic activities are based on forest products, mining, ranching, tourism and government agencies. Employment fluctuates substantially as winter weather impedes most local industry and tourism drops off. The average income in Plumas County is below the State average and there is a significant retirement community. Plumas County includes minority groups of Hispanic (5%) and Native American (1.5%) populations. The Project works with local organizations that provide services to these populations and coordinates efforts to bring awareness of the services provided by the Project. Some agencies include the Tribal Council, the Greenville Rancheria Tribal Health program, the Roundhouse Council, Hispanic Service agencies in Chico California, Reno Nevada and Chico Legal Services. The Project currently refers clients to the above agencies and will increase coordination with these agencies with the goal of expanding accessibility and awareness of these programs as well as increasing the awareness of the Project. The Project meets all mandatory service requirements and continually researches ways to improve services to victims. Additional outreach is provided for the Hispanic and Native American communities.



## Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

The Project is in its thirtieth year. Since the Program became part of the Sheriff's Office in 2012, Project staff has been able to better meet the needs of the Victims due to the increase in communication and collaboration between Project staff and Sheriff's Office personnel

### **Plan and Capabilities:**

The Project coordinates efforts with organizations that already provide many services to various populations. The Project will seek out other agencies that provide services and will expand the list of resources whenever they become available. The Project has established operational agreements with such agencies that provide comprehensive services to clients of all types, particularly Plumas crisis intervention and Resource Center, Plumas Rural Services-Domestic Violence Services and other Plumas Rural Services program such as Child Care, Family Focus Network, Alcohol and Drug Services and Child Abuse Treatment Services. Operating under the directive of the Sheriff has increased awareness of the Project and Advocates' roles of assisting victims and providing support. The project has a twenty-four hour response policy. Personal Services costs continue to increase as the Grant and local funding declines; this has made it necessary to cut staffing. The project relocated to the Sheriff's Office and also has a drop-in office in three Sheriff's Office Substations and at the Courthouse.

### **Positions:**

Victim/Witness services have been provided in Plumas County since July 1991.



## Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

Originally a free-standing agency coordinated with the Butte County Regional Victim/Witness Assistance Program, The Plumas County Victim/Witness Program is a county project funded through Cal OES with federal and state grant money. The Victim Witness Director is responsible for overseeing the day-to-day operation of the program as well as maintaining a client caseload, statistics, annual grant writing responsibilities, budget preparation, expenditure and report writing and other office tasks including interagency coordination. Victim Witness Advocates provide crisis intervention, emergency assistance, resource and referral counseling and follow-up counseling for victims and witnesses of crimes and Domestic Violence situations in accordance with the Victim/Witness Program in the Sheriff's Office. Victim Witness advocates are able to respond on a 24 hour on-call basis. Victim Witness Director is trained in victim advocacy, crisis intervention and emergency response techniques. She receives on-the-job training in criminal justice procedures, state laws, agency cooperation, counseling and interview techniques through contact with the Sheriff, Deputies, Investigators, Court and local service providers. Project staff has completed the Cal OES mandatory advocate trainings, Director/Coordinator training as well as other required training. Project staff provides all direct services as well as assisting with presentations and volunteer training. The Project provides assistance to all crime victims and witnesses in the service area.

The Project currently consists of the Project Director, one Advocate and volunteer staff.



## Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

### **Plumas County Geography and Demographics:**

Located approximately 150 miles north of Sacramento up the Feather River Canyon on Highway 70, Plumas County is a rural mountain county bordered by Lassen County to the north, Butte and Tehama Counties to the west, Sierra County to the south and the State of Nevada to the east. Plumas County has four distinct seasons, with winter months sometimes bringing as much as four feet of snow in the lower elevations to ten feet of snow in the higher elevations with summer temperatures reaching into the 90's to 100's.

Major communities are Quincy (the County seat), Chester, Greenville and Portola (the only incorporated city). Rugged mountain roads link these communities. Severe winter storms, floods and road closures can make travel difficult. Public transportation is limited to one bus service between local towns and within Quincy. There is no public transportation outside of the area except through Plumas Senior Transportation, which travels to Reno and Chico once a week. Senior citizens can use this service for a very low cost. Others can use this service at a higher cost if there is availability. This makes it very difficult for families to access services outside Plumas County.

Portola is the only incorporated city in Plumas County with a population of approximately 2,150. The remaining unincorporated area of Plumas County, including the county seat of Quincy, is home to the rest of the 19,005 residents. The Plumas County Sheriff's Office provides all general law enforcement services throughout the

## Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

county, with the California Highway Patrol (headquarters in Quincy) servicing the state highways. The Superior Court (two Judges) is located in Quincy.

Plumas County is characterized as a poor county. One fifth of the children live in poverty; 16% live in extreme poverty. Median household income is below the state median. Plumas has the state's third highest rate of female-headed households living in poverty.

Although Plumas County's natural environment sometimes makes travel difficult, services by all county agencies are provided year-round to all population areas. Program Staff are prepared to provide all services either in the central office or the Sheriff's Office in Quincy or on an as needed outreach basis to Chester, Greenville and Portola. When necessary, Program Staff will meet clients at the local hospitals, Sheriff's sub-stations or at the client's home.

### **Crime Statistics:**

In Plumas County, as elsewhere, the group most likely to be the victim of domestic violence is women. The Project has seen an increase in murders in recent years to one or two per year. Several of these are drug and/or alcohol influenced. Most requests from victims of domestic

violence and aggravated assault are for assistance in preparing protective orders. Victim/Witness staff provides the victims with Restraining order paperwork, assists them



## Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

in filing with the Courts and accompanies them to court hearings. Victim/Witness staff does not type the protective orders on behalf of the victims.

### **Project Implementation:**

Referrals are received from the Plumas County Sheriff's Office, California Highway Patrol, all three area hospitals, Plumas Crisis Intervention Center, District Attorney's Office, Probation Department, Department of Social Services, the Domestic Violence Shelter Program and County Schools. School personnel and students in the service area receive on-going presentations in order to bring awareness about the Project and the referral process. Project staff also participates in a variety of service coalitions made up of these agencies to coordinate services to special populations.

The Sheriff's Office has been instrumental in providing awareness for the Victim/Witness Program. Emergency referrals are accepted on a 24-hour on-call basis by cell phone and land line with the cooperation of the Plumas County Sheriff's Office Dispatch and

After receipt of the initial referral (usually as direct referral from the Sheriff's Deputy or Dispatcher, Sheriff's report and/or referral forms, another agency or self-referral), client contact is made and a needs assessment is completed by Project staff. Direct assistance is provided by the Project staff and referrals are made to other agencies available to provide assistance.



## **Grant Subaward Programmatic Narrative**

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

In emergency situations, Plumas Crisis Intervention Hotline assists the Victim Assistance Program with referral and intake on a 24-hour basis.

### **Law Enforcement Coordination Procedures:**

Direct phone referrals are provided by law enforcement officers and/or dispatchers on a 24-hour basis.

Extensive advocate-to-officer contact is maintained on a case-needed basis and regular refresher/training presentations are made to law enforcement officers through staff training/meetings. The Director maintains regular contact with the Sheriff's Office Administration.

### **Project Integration/Coordination with Local Victim Network:**

Although Plumas County has no local Victim Network, an excellent working relationship is maintained with all agencies, as well as Social Services Department, Mental Health, Housing Authority, District Attorney's Office, Plumas Crisis Hotline, Plumas Rural Services – Domestic Violence Program and other service providers, both public and private. Plumas County's small size makes networking among available resources a relatively uncomplicated and effective process. The Director attends regular meetings with the Elder/Dependent Adult Multidisciplinary Team, the Child /Domestic Violence Death Review Team and the Family Violence Coalition and the Juvenile Justice Commission. Most agencies listed above are also regular participants at these meetings.



## Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

### **Project Design to Provide Special Services:**

**Disabled:** Coordination with the local Feather River College's Enabler Program and the Plumas Rural Services ALIVE Program provides the Project with the technical assistance resolving and special needs of the disabled.

**Elderly:** Coordination with the Area Agency on Aging, Senior Services, Adult Protective Services and local chapters of senior citizen groups, ensures that Project staff addresses the needs of the elderly victims in a compassionate and effective manner. The Director attends regular meetings with the Elder/Dependent Adult Multidisciplinary Team.

**Translation:** The Victim/Witness Program has full access to all Court Certified language translators utilized by the local Court System. The Victim/Witness Program has volunteers available who will respond in emergency situations.

**Field Visits:** Field visits are made whenever the needs of the case require them. Visits are often made to the victim's home, hospitals, law enforcement agencies and local emergency shelters.

### **Volunteers:**

Coordination with the Plumas Crisis Center and other local agencies, including the local Schools, provide the Project with a pool of volunteers, who extend regular, on-call, 24-hour emergency referral and intervention services. On-the-job training and specialized

## **Grant Subaward Programmatic Narrative**

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

40-hour workshops are provided to all volunteers. Regular contacts between staff and volunteers are maintained to ensure that appropriate intervention techniques are utilized.

The Victim/Witness Program, the Plumas Crisis Center and the Plumas Rural Services-Domestic Violence Program have co-sponsored 40-hour training to all volunteers participating in the above-named programs. Volunteers were recruited to work at the shelter, on the crisis hot-line or at the Victim/Witness Program. Victim/Witness Program volunteers assist the Project staff by arranging emergency child care, attending court hearings and taking notes during the court proceedings for case status information.

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

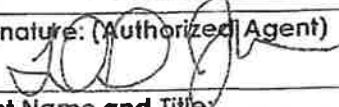
<b>Subrecipient:</b> COUNTY OF PLUMAS	<b>UEI #</b> YXZZPBLCRFY6	<b>FIPS #:</b>
<b>Grant Disaster/Program Title:</b> PLUMAS COUNTY VICTIM WITNESS ASSISTANCE PROGRAM		
<b>Performance Period:</b> 10/01/22	<b>to</b> 09/30/23	<b>Subaward Amount Requested:</b> \$ 282,976
<b>Type of Non-Federal Entity</b> (Check Applicable Box)	<input type="checkbox"/> State Govt <input checked="" type="checkbox"/> Local Govt <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years <input checked="" type="checkbox"/>
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years <input checked="" type="checkbox"/>
3. How many grants does your organization currently receive?	3-10 grants <input checked="" type="checkbox"/>
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 600,000
5. Are individual staff members assigned to work on multiple grants?	Yes <input checked="" type="checkbox"/>
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes <input checked="" type="checkbox"/>
7. How often does your organization have a financial audit?	Annual <input checked="" type="checkbox"/>
8. Has your organization received any audit findings in the last three years?	No <input checked="" type="checkbox"/>
9. Do you have a written plan to charge costs to grants?	Yes <input checked="" type="checkbox"/>
10. Do you have written procurement policies?	Yes <input checked="" type="checkbox"/>
11. Do you get multiple quotes or bids when buying items or services?	Always <input checked="" type="checkbox"/>
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years <input checked="" type="checkbox"/>
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes <input checked="" type="checkbox"/>

<b>Certification:</b> This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.	
<b>Signature:</b> (Authorized Agent) 	<b>Date:</b> 7/2/2022
<b>Print Name and Title:</b> TODD JOHNS	<b>Phone Number:</b> (530)283-6389
<b>Cal OES Staff Only: SUBAWARD #</b>	



## Grant Subaward Service Area Information

### Information and Instructions

This form identifies the areas served by the Grant Subaward. Complete all sections of the form using the directions below. This form must be submitted as part of the Grant Subaward Application.

1. **County or Counties Served:** Enter the name or names of the counties served by the Grant Subaward and the county where the principal office for the Grant Subaward is located.
2. **U.S Congressional District(s) Served:** Enter the number(s) of the U.S. Congressional District(s) served by the Grant Subaward and the U.S. Congressional District number for where the principal office for the Grant Subaward is located.
3. **State Assembly District(s) Served:** Enter the number(s) of the State Assembly District(s) served by the Grant Subaward and the number for where the principal office for the Grant Subaward is located.
4. **State Senate District(s) Served:** Enter the number(s) of the State Senate District(s) served by the Grant Subaward and the number for where the principal office for the Grant Subaward is located.
5. **Population of Service Area:** Enter the total population of the area served by the Grant Subaward.



## Grant Subaward Service Area Information

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

1. County or Counties Served:  
PLUMAS

County where principal office is located: PLUMAS

2. U.S. Congressional District(s) Served:  
1ST

U.S. Congressional District where principal office is located: 1ST

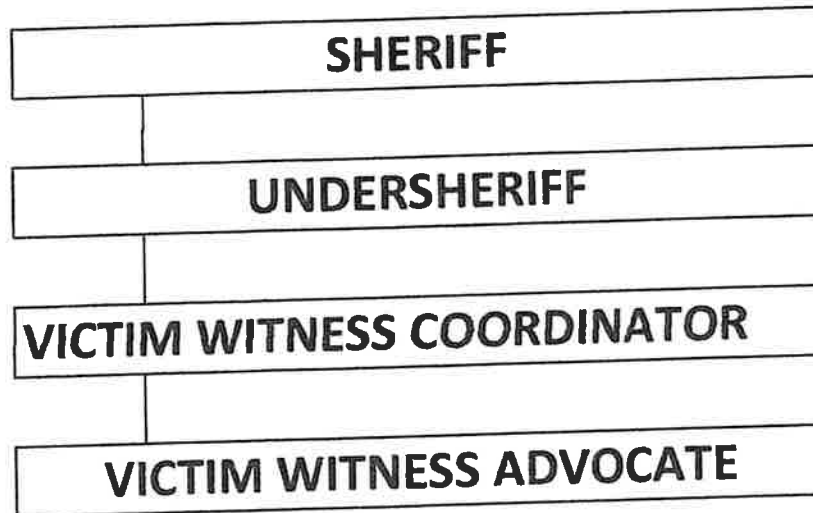
3. State Assembly District(s) Served:  
1ST

State Assembly District where principal office is located: 1ST

4. State Senate District(s) Served:  
1ST

State Senate District where principal office is located: 1ST

5. Population of Service Area: 19,005





## Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form Information and Instructions

Complete all sections of this form using the instructions below. During a National Emergency Pandemic Match Waiver Period (plus one year after the National Emergency Pandemic Period ends) Subrecipients are not required to complete numbers six or seven. This form must be submitted as part of the Grant Subaward Application.

1. **Cal OES Grant Subaward Number:** Provide the Cal OES Subaward number for this Grant Subaward for which you are requesting a match waiver.
2. **Subrecipient Name:** Provide the name of your organization. The name must match the Subrecipient name entered on the Grant Subaward Face Sheet.
3. **Grant Subaward Performance Period:** Provide the Grant Subaward performance period by entering the start and end dates for this Grant Subaward.
4. **VOCA Fund Source #1:** Utilize the dropdown menu to select the VOCA Victim Assistance Formula Grant Program fund source/year for which you are requesting a match waiver.

**VOCA Victim Assistance Formula Grant Program Funds Awarded:** Provide the VOCA Victim Assistance Formula Grant Program award amount received. This amount must match the amount entered on the Grant Subaward Face Sheet.

**Amount of Match Proposed (post approved Match Waiver):** Provide the amount of match that your organization will be providing after the match waiver request for is approved by Cal OES.

5. **VOCA Fund Source #2 (if applicable):** (same as above for Fund Source #1)

**VOCA Victim Assistance Formula Grant Program Funds Awarded:** (same as above for Fund Source #1)

**Amount of Match Proposed (post approved Match Waiver):** (same as above for Fund Source #1)

6. **Briefly summarize the services provided:** Provide a narrative response on the services provided under this Grant Subaward. During a National Emergency Pandemic Match Waiver Period (plus one year after the National Emergency Pandemic Period ends) Subrecipients are not required to complete this portion of the form.
7. **Describe practical/logistical obstacles and/or any local resource constraints to providing match:** Provide a narrative response on practical/logistical obstacles that your organization faces to providing match. (e.g., natural disasters, mass violence incidents, or when public agencies do not engage in private fundraising and may have limitations on soliciting contributing funds) and/or local resource constraints that your organization faces to providing match. (e.g., a rural community with limited local funding availability or volunteer capacity). During a National Emergency Pandemic Match Waiver Period (plus one year after the National Emergency Pandemic Period ends) Subrecipients are not required to complete this portion of the form.





## Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victim of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. Cal OES Grant Subaward Number: VW22 30 0320
2. Subrecipient's Name: PLUMAS COUNTY
3. Grant Subaward Performance Period 10/01/2022 through 09/30/2023
4. VOCA Fund Source #1: 20VOCA ☐  
VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 110,000  
Amount of Match Proposed (post approved Match Waiver): \$ 0
5. VOCA Fund Source #2 (if applicable): 22VOCA ☐  
VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 154,143  
Amount of Match Proposed (post approved Match Waiver): \$ 0
6. Briefly summarize the services provided:  
24 Hour Crisis Intervention, Temporary Restraining Order Assistance, Court Accompaniments (both civil and criminal), Resource and Referral Information, 24-hour Emergency Shelter, Preparing Victim Impact Statement, Counseling and Support Groups, Advocacy with Law Enforcement and the Criminal Justice System, Translation Services, Victim of Crime Compensation Claims, advocacy and education for victims of domestic violence, sexual assault and child abuse cases, Information on obtaining a " U-Visa" or " T-Visa"
7. Describe practical/logistical obstacles and/or local resource constraints to providing match:  
The County does not provide the Victim/Witness with any funding, the Program is solely Grant funded and receives no funding from the County.

Approved ☐

Denied ☐

Unit Chief Name

Unit Chief Signature

Date



## **Operational Agreement Summary**

### Information and Instructions

Operational Agreements (OA) (also referred to as a Memorandum of Understanding (MOU)) are a formal agreement, without the exchange of money, between a Subrecipient and one or more participating agency(ies)/organization(s). The OA reflects the roles each agency/organization will play in achieving the goals and objectives of the Grant Subaward.

Many programs require OAs. In such instances, the RFA or RFP will provide instructions concerning the agencies/organizations for which the Subrecipient must have an OA. In addition to any programmatic OA requirements, Subrecipients are encouraged to establish an OA with any agency/organization that will be an active participant in the implementation of the Grant Subaward.

The Operational Agreement Summary is a list of active OAs, meeting the requirements of Subrecipient Handbook Section 7.005, that a Subrecipient has with participating agencies/organizations.

Complete all sections of the form and include, at a minimum, all OAs required by the RFA or RFP. If necessary, use additional forms to show all OAs.

This form must be submitted as part of the Grant Subaward Application when required by the RFA or RFP and/or with a Grant Subaward Modification (Cal OES Form 2-223), if changes are requested during the Grant Subaward performance period.

## Operational Agreement Summary

Grant Subaward #: VW22 30 0320

Subrecipient: COUNTY OF PLUMAS

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. PLUMAS RURAL SERVICES	08/01/2021	10/01/21 to 09/30/24
2. PLUMAS CRISIS AND INTERVENTION	08/01/2021	10/01/21 to 09/30/24
3. _____		_____ to _____
4. _____		_____ to _____
5. _____		_____ to _____
6. _____		_____ to _____
7. _____		_____ to _____
8. _____		_____ to _____
9. _____		_____ to _____
10. _____		_____ to _____
11. _____		_____ to _____
12. _____		_____ to _____
13. _____		_____ to _____
14. _____		_____ to _____
15. _____		_____ to _____
16. _____		_____ to _____
17. _____		_____ to _____
18. _____		_____ to _____
19. _____		_____ to _____
20. _____		_____ to _____



**RESOLUTION NO. 23-\_\_\_\_\_**

**RATIFYING THE SHERIFF'S APPLICATION, RECEIPT AND DISBURSEMENT OF GRANT FUNDS IN THE AMOUNT OF \$131,828 FROM THE OFFICE OF EMERGENCY SERVICES FOR FUNDING THE VICTIM WITNESS PROGRAM FOR THE GRANT PERIOD 01/01/2023 TO 12/31/2023**

**WHEREAS**, the California Governor's Office of Emergency Services ("Cal OES") has awarded a grant to the Plumas County Sheriff's Office ("PCSO") to fund the Victim/Witness Assistance Program through the grant award agreement XC 22 04 0320; and,

**WHEREAS**, the terms and conditions of the Cal OES grant award required authority from the Board of Supervisors to enter into the grant agreement on 11/22/22; and,

**WHEREAS**, the Plumas County purchasing policy required approval from the Board of Supervisors to enter into a grant agreement for the amount of \$131,828 on 11/11/2022; and,

**WHEREAS**, the Sheriff is requesting retroactive ratification that grants authority to the Sheriff of Plumas County to have entered into an agreement with Cal OES to receive grant funds for funding the Victim/Witness Program; and-

**NOW, THEREFORE, BE IT RESOLVED** that the Sheriff of the County of Plumas is authorized to have entered into an agreement with Cal OES for the receipt of grant funds in the amount of \$131,828 on 11/11/2022.

**BE IT FURTHER RESOLVED** that this grant is being spent on funding for the Victim/Witness Program during the 01/01/2023 to 12/31/2023 grant period.

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 \_\_\_\_ day of \_\_\_\_, 2023 by the following:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel

Cal OES #	FIPS #	VS#	Subaward #
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## CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

### GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** PLUMAS COUNTY 1a. UEI#: YXZZPBLCRFY6

2. **Implementing Agency:** PLUMAS COUNTY SHERIFF'S OFFICE 2a. UEI#: YXZZPBLCRFY6

3. **Implementing Agency Address:** 1400 E MAIN STREET QUINCY 95971-9402  
(Street) (City) (Zip+4)

4. **Location of Project:** 1400 E MAIN STREET PLUMAS 95971-9402  
(City) (County) (Zip+4)

5. **Disaster/Program Title:** XC - County Victim Services Program b. Performance/  
Budget Period: 1/1/2023 to 12/31/2023  
(Start Date) (End Date)

7. **Indirect Cost Rate:** N/A Federally Approved ICR (if applicable): \_\_\_\_\_ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	VOCA		\$65,914					\$65,914
9.	2021	VOCA		\$65,914					\$65,914
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
<b>Total</b>	<b>Project</b>	<b>Cost</b>		<b>\$131,828</b>	<b>\$131,828</b>				<b>\$131,828</b>


13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: TODD JOHNS Title: SHERIFF/CORONER

Payment Mailing Address: 1400 E MAIN STREET City: QUINCY Zip Code+4: 95971-9402

Signature:  Date: 11/22/22

16. **Federal Employer ID Number:** 946000528

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) \_\_\_\_\_ (Date) \_\_\_\_\_ (Cal OES Director or Designee) \_\_\_\_\_ (Date) \_\_\_\_\_

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel



**Federal Fund Grant Subaward Assurances**  
**Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program**

Subrecipient: COUNTY OF PLUMAS

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	PLUMAS COUNTY VICTIM SERVICES PROGRAM	XC22 04 0320	1/1/23-12/31/23
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

**1. Required Audits and Financial Statements (SRH Section 14.005)**

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

☒ Subrecipient expends \$750,000 or more in federal funds annually.

☐ Subrecipient does not expend \$750,000 or more in federal funds annually.

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

For more information and resources on the Part 200 Uniform Requirements as they relate, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

### **3. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information**

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### **4. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

### **5. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity



program.

**6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, that relate to nondiscrimination on the basis of sex in certain "educational programs."

**7. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

**8. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

**9. Requirement for Data on Performance and Effectiveness under the Grant Subaward**

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

## **10. Determination of Suitability to Interact with Participating Minors**

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

## **11. Compliance with DOJ Grants Financial Guide**

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

## **12. Encouragement of Policies to Ban Text Messaging while Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## **13. Compliance with General Appropriations-law Restrictions on the use of Federal Funds**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

for guidance, and may not proceed without the express prior written approval of Cal OES.

#### **14. Potential Imposition of Additional Requirements**

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

#### **15. Employment Eligibility Verification for Hiring under the Grant Subaward**

a. Subrecipients (and any Second-Tier Subrecipients) must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:
  - a) This Grant Subaward requirement for verification of employment eligibility, and
  - b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>).

## **16. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters**

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):
  - 1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - 2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.
- b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:
  - 1) Subrecipients represent that:
    - a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and
- 2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

## **17. OJP Training Guiding Principles**

Subrecipients (and any Second-Tier Subrecipients) agree that they will adhere to the OJP Training Guiding Principle for Grantee and Subgrantees (available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>) for all training or training materials developed or delivered with these funds.

## **18. Federal Authorization**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

## **19. Requirements Related to System for Award Management and Universal Identifier Requirements**

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **20. Restrictions on "lobbying"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

## **21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed \$250,000**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

## **22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP Authority to Terminate Grant Subaward)**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients

(and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

### **23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward— (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

### **24. Discrimination Findings**

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

### **25. VOCA Requirements**


Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.



**CERTIFICATION**

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: \_\_\_\_\_



Official Designee's Typed Name: TODD JOHNS

Official Designee's Title: SHERIFF/CORONER

Date Executed: 10/13/2022



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: COUNTY OF PLUMAS			Grant Subaward #: XC 22 04 0320			
A. Personnel Costs - Line-item description and calculation	2020 VOCA	2021 VOCA	Column1	Fund Source	Fund Source 5	Total Amount Allocated
<b>ADVOCATE SALARY</b> \$1,255.230 bi-weekly x 26 pay periods X 1 Advocate Provide assistance with Restraining Orders, transportation, escort and support for Court, Interviews with District Attorney and Law Enforcement	\$32,636					\$32,636
<b>OVERTIME/ON-CALL</b> 1 Staff Member on-call pay is paid at 2 hrs per weekday 3 hrs per weekend day/holiday \$441.730 PER PAY PERIOD X 26 on-call time is used to cover first response to hospitals, crime scene etc for dv, sexual assault and homicide cases to assist with shelter, transportation, interviews etc. The remainder of the overtime budgeted is to cover extra hours due to late court for homicide cases and call outs longer than 2 hrs etc.	\$5,130	\$6,355				\$11,485
<b>BENEFITS</b> <b>PERS</b> \$701.307 bi-weekly x 26 pay periods 7.65% FICA & MEDICARE OASDI	\$12,234	\$6,000				\$18,234
	\$2,000	\$3,770				\$5,770
<b>HEALTH INSURANCE</b> \$309.884 bi-weekly x 26 pay periods	\$8,057					\$8,057
Personnel Costs Fund Source Totals	\$60,057	\$16,125				\$76,182
<b>PERSONNEL COSTS CATEGORY TOTAL</b>						\$76,182



**Grant Subaward Budget Pages**  
Multiple Fund Sources

Subrecipient: COUNTY OF PLUMAS			Grant Subaward #: XC 22 04 0320			
B. Operating Costs - Line-item description and calculation	2020 VOCA	2021 VOCA	Column 1	Fund Source 4	Fund Source 5	Total Amount Allocated
<b>OFFICE SUPPLIES</b> Pens, paper etc \$1067.75 per month x 12 months DESKS, OFFICE CHAIRS, COMPUTERS, CLIENT WAITING AREA CHAIRS ETC	\$3,190	\$24,879				\$28,069
<b>LOCAL TRAVEL</b> Fuel etc to transport clients	\$1,511	\$4,000				\$5,511
<b>EMERGENCY CLIENT COSTS</b> Emergency Food, Shelter, Gas etc	\$1,156	\$20,910				\$22,066
Operating Costs Fund Source Totals	\$5,857	\$49,789				\$55,646
<b>OPERATING COSTS CATEGORY TOTAL</b>						\$55,646



## Grant Subaward Budget Pages

## Multiple Fund Sources

<b>Subrecipient:</b> COUNTY OF PLUMAS			<b>Grant Subaward #:</b> XC 22 04 0320			
<b>C. Equipment Costs - Line-item description and calculation</b>	<b>2020 VOCA</b>	<b>2021 VOCA2</b>	<b>Column1</b>	<b>Fund Source</b>	<b>Fund Source 5</b>	<b>Total Amount Allocated</b>
Equipment Costs Fund Source Total						
<b>EQUIPMENT COSTS CATEGORY TOTAL</b>						

<b>Grant Subaward Totals</b> - Totals must match the Grant Subaward Face Sheet	<b>2020 VOCA</b>	<b>2021 VOCA</b>		<b>Fund Source</b>	<b>Fund Source 5</b>	<b>Total Project Cost</b>
<b>Fund Source Totals</b>	<b>\$65,914</b>	<b>\$65,914</b>				<b>\$131,828</b>



## Grant Subaward Budget Narrative

Grant Subaward #: XC 22 04 0320

Subrecipient: COUNTY OF PLUMAS

### Budget Narrative

Grant funds will be used to provide salaries in the amount of **\$76,182**.

Project staff includes one full-time Advocate (\$32,636), Employee benefits covered by the Victim/Witness Grant include, Health Insurance benefit of (\$8,057) per year, PERS Retirement (\$18,234), FICA/Medicare 7.65% (\$5,770), Overtime/On-Call (\$11,485), (Victim Witness staff is notified immediately 24 hours a day/7 days a week of a Victim/Witness of violent crime by the Sheriff's Dispatcher, Deputies, Hospital Staff or the local Crisis Center. Staff then makes contact with the Victim/Witness by phone when possible or responds to the crime scene or location of the Victim/Witness with Law Enforcement. Staff will then arrange shelter and take care of the Victim/Witness's immediate needs including transportation for the Victim/Witness after hours, and accompany victims to forensic interviews and exams in sexual assault cases, transport victims to shelter at the Local Domestic Violence facility or a motel if necessary)

The Victim/Witness Advocates are responsible for covering the offices, answering phones and covering court and assisting victims with their needs.

The total **Personal Services** costs to the grant are **\$76,182**.



## Grant Subaward Budget Narrative

Grant Subaward #: XC 22 04 0320

Subrecipient: COUNTY OF PLUMAS

The total **Operating Expense** provided by grant funds is **\$55,646**. Operating Expenses include general office supplies of (\$28,069).

Office supplies include the purchase of items such as pens, pencils, postage, ink and toner and copy expenses, Desks, Office chairs, Computers, Client waiting area chairs etc. Local Travel of (\$5,511) to transport Victims to and from court and interviews with Law Enforcement, Field visits to client's homes when they have no transportation. Emergency Client Costs of (\$22,066) (to cover Shelter, Food Vouchers and Gas Vouchers. The Program audit is covered by the County of Plumas.

The Project does not anticipate any out of state travel or the purchase of equipment during this fiscal year.



## Grant Subaward Programmatic Narrative

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

### Project Narrative

#### **Problem Statement:**

Plumas County, while being geographically sizeable, is sparsely populated with only an estimated 18,660 people in a county the size of Delaware. Over 65 percent of the land is National Forest and there are four widely dispersed towns and a number of small hamlets. The leading economic activities are based on forest products, mining, ranching, tourism and government agencies. Employment fluctuates substantially as winter weather impedes most local industry and tourism drops off. The average income in Plumas County is below the state average.

Plumas County includes minority groups of Hispanic and Native American populations. The Project works with local organizations that provide services to these populations and coordinates efforts to bring awareness of the services provided by the Project. Some agencies include the Greenville Rancheria Tribal Health program, the Roundhouse Council, Hispanic Service agencies in Chico California, Reno Nevada and Chico Legal Services. The Project currently refers clients to the above agencies and will increase coordination with these agencies with the goal of expanding accessibility and awareness of these programs as well as increasing the awareness of the Project.



## **Grant Subaward Programmatic Narrative**

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

The Project meets all mandatory service requirements and continually researches ways to improve services to victims. Additional outreach is provided for the Hispanic and Native American communities.

### **Plan and Capabilities:**

The Project staff works with the local attorneys, neighboring legal service agencies and local agencies to solicit legal services for clients in the service area.

The Project coordinates efforts with organizations that already provide many services to various populations. The Project will seek out other agencies that provide services and will expand the list of resources whenever they become available. The Project has established operational agreements with such agencies that provide comprehensive services to clients of all types, including the local rape crisis center, domestic violence program and child abuse treatment program.

Operating under the directive of the Sheriff has increased awareness of the Project and Advocates' roles of assisting victims and providing support. The project has a twenty-four-response policy. Personal Services costs continue to increase as the Grant and local funding declines; this has made it necessary to cut staffing.

The project is located at the Sheriff's Office and also has an office in the Courthouse and Sheriff's sub-stations. Project staff hopes this will help to continually enhance the advocate-to-deputy or investigator rapport.





## Grant Subaward Programmatic Narrative

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

### Positions:

Victim/Witness services have been provided in Plumas County since July 1991.

Originally a free-standing agency coordinated with the Butte County Regional Victim/Witness Assistance Program, The Plumas County Victim Services Program is a county project funded through Cal OES with federal grant money. The program is in its fourth year.

The Advocates are responsible for overseeing the day-to-day operation of the program as well as maintaining a client caseload. The Victim Witness Director is in charge of supervising County Victim Service Advocates, statistics, annual grant writing responsibilities, budget preparation, expenditure and report writing and other office tasks including interagency coordination.

Victim Service staff are trained in victim advocacy, crisis intervention and emergency response techniques. They receive on-the-job training in criminal justice procedures, state laws, agency cooperation, counseling and interview techniques through contact with the Sheriff, Deputies, Investigators, Court and local service providers. Project staff has completed the Cal OES mandatory advocate trainings, as well as other required training. Project staff provides all direct services as well as assisting with presentations and volunteer training. The Project provides assistance to all crime victims and witnesses in the service area.



## **Grant Subaward Programmatic Narrative**

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

The Project currently consists of one Advocate and volunteer staff. Victim Witness Project Director and Sheriff's staff are in the process of filling one more full time advocate position.

### **Plumas County Geography and Demographics:**

Located approximately 150 miles north of Sacramento up the Feather River Canyon on Highway 70, Plumas County is a rural mountain county bordered by Lassen County to the north, Butte and Tehama Counties to the west, Sierra County to the south and the State of Nevada to the east. Plumas County has four distinct seasons, with winter months sometimes bringing as much as four feet of snow in the lower elevations to ten feet of snow in the higher elevations with summer temperatures reaching into the 90's to 100's.

Major communities are Quincy (the County seat), Chester, Greenville and Portola (the only incorporated city). Rugged mountain roads link these communities. Severe winter storms, floods and road closures can make travel difficult. Public transportation is limited to one bus service between local towns and within Quincy. There is no public transportation outside of the area except through Plumas Senior Transportation, which travels to Reno and Chico once a week. Senior citizens can use this service for a very low cost. Others can use this service at a higher cost if there is availability. This makes it very difficult for families to access services outside Plumas County.



## Grant Subaward Programmatic Narrative

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

Portola is the only incorporated city in Plumas County with a population of approximately 2,150. The remaining unincorporated area of Plumas County, including the county seat of Quincy, is home to the rest of the estimated 18,660 residents. The Plumas County Sheriff's Office provides all general law enforcement services throughout the county, with the California Highway Patrol (headquarters in Quincy) servicing the state highways. The Superior Court (two Judges) is located in Quincy. Many jobs are timber, ranching and mining related causing high seasonal unemployment.

Plumas County is characterized as a poor county. One fifth of the children live in poverty; 16% live in extreme poverty. Median household income is below the state median. Plumas has the state's third highest rate of female-headed households living in poverty.

Plumas County has a total estimated population of 18,660 and is overwhelmingly comprised of Caucasians, approximately 17,797, with pockets of minority populations: African-Americans; Native Americans; Asian/Pacific Islanders and Hispanic. Women account for approximately 50% of the population and children under 18 comprising approximately 18% of the population.

## **Grant Subaward Programmatic Narrative**

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

The dominate culture is Caucasian-American. The Native-American population is centered in the Greenville area and the Hispanic population is centered in Portola and Greenville. Cultural differences arising from these small population percentages do not substantially influence the delivery of health and human services. Most county residents are native English speakers, with small groups of Spanish speaking individuals residing principally in the communities of Greenville and Portola.

Although Plumas County's natural environment sometimes makes travel difficult, services by all county agencies are provided year-round to all population areas. Program Staff are prepared to provide all services either in the central office or the Sheriff's Office in Quincy or on an as needed outreach basis to Chester, Greenville and Portola. When necessary, Program Staff will meet clients at the local hospitals, Sheriff's sub-stations or at the client's home.

### **Crime Statistics:**

In Plumas County, as elsewhere, the group most likely to be the victim of domestic violence is women. Several of these are drug and/or alcohol influenced. Most requests from victims of domestic violence and aggravated assault are for assistance in preparing protective orders. Victim/Witness staff provides the victims with Restraining order paperwork, assists them in filing with the Courts and accompanies them to court hearings. Victim/Witness staff does not type the protective orders on behalf of the victims.



## **Grant Subaward Programmatic Narrative**

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

### **Project Implementation:**

Referrals are received from the Plumas County Sheriff's Office, California Highway Patrol, all three area hospitals, Plumas Crisis Intervention Center, District Attorney's Office, Probation Department, Department of Social Services, the Domestic Violence Shelter Program and County Schools. School personnel and students in the service area receive on-going presentations in order to bring awareness about the Project and the referral process. The Sheriff's Office has been instrumental in providing awareness for the County Victim Service Program. Emergency referrals are accepted on a 24-hour on-call basis by cell phone and land line with the cooperation of the Plumas County Sheriff's Office Dispatch and the Plumas Crisis Intervention Center Hotline. All county hospitals are able to reach Project staff through the Sheriff's Dispatcher on a 24-hour basis. The Sheriff's Office and all Sub-stations as well as all service agencies listed above have been provided with referral forms. The Deputies carry the referral forms in their patrol vehicles and the referral forms are given to each victim or witness. Current Protocol requires that the Sheriff's Dispatcher notify the on-call Program staff member who then makes contact with the Deputy for case assessment. The Advocate, when appropriate, will respond to the scene to provide assistance to the victim or witness. If immediate in-person response is not necessary, Project staff will make phone contact with the victim or witness for needs assessment and to provide information on accessing services.

## **Grant Subaward Programmatic Narrative**

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

The Project is on-line with the Sheriff's computer network, which allows monitoring of all arrests made and all calls into the Dispatch Center, as well as the County's System to determine the case status of offenders who are involved in the court process allowing Project staff to keep victims or witnesses informed. The Plumas Superior Court dockets are also monitored for cross-referencing in order to follow up on cases that may have not been referred by law enforcement or the District Attorney's office.

All Victims of Sexual Assault are referred to Plumas Crisis Intervention and Resource Center for counseling and other services. All victims of Domestic Violence or Child Abuse are referred to Plumas Rural Services for appropriate counseling and other services.

### **Intake Procedures:**

After receipt of the initial referral (usually as direct referral from the Sheriff's Deputy or Dispatcher, Sheriff's report and/or referral forms, another agency or self-referral), client contact is made and a needs assessment is completed by Project staff. Direct assistance is provided by the Project staff and referrals are made to other agencies available to provide assistance.

In emergency situations, Plumas Crisis Intervention Hotline assists the County Victim Service Program with referral and intake on a 24-hour basis.

### **Law Enforcement Coordination Procedures:**



## **Grant Subaward Programmatic Narrative**

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

Direct phone referrals are provided by law enforcement officers and/or dispatchers on a 24-hour basis.

Extensive advocate-to-officer contact is maintained on a case-needed basis and regular refresher/training presentations are made to law enforcement officers through staff training/meetings. The Director maintains regular contact with the Sheriff's Office administration.

### **Project Integration/Coordination with Local Victim Network:**

Although Plumas County has no local Victim Network, Program staff has a working relationship with all agencies, as well as Social Services Department, Mental Health, Housing Authority, District Attorney's Office, Plumas Crisis Hotline, Plumas Rural Services – Domestic Violence Program and other service providers, both public and private. Plumas County's small size makes networking among available resources a relatively uncomplicated and effective process.

### **Project Design to Provide Special Services:**

**Disabled:** Coordination with the local Feather River College's Enabler Program and the Plumas Rural Services ALIVE Program provides the Project with the technical assistance resolving and special needs of the disabled.



## **Grant Subaward Programmatic Narrative**

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

**Elderly:** Coordination with the Area Agency on Aging, Senior Services, Adult Protective Services and local chapters of senior citizen groups, insures that Project staff addresses the needs of the elderly victims in a compassionate and effective manner.

**Translation:** The Victim/Witness Program has full access to all Court Certified language translators utilized by the local Court System. The Victim/Witness Program has volunteers available who will respond in emergency situations.

**Field Visits:** Field visits are made whenever the needs of the case require them. Visits are often made to the victim's home, hospitals, law enforcement agencies and local emergency shelters.

### **Volunteers:**

Coordination with the Plumas Crisis Center and other local agencies, including the local Schools, provide the Project with a pool of volunteers, who extend regular, on-call, 24-hour emergency referral and intervention services. On-the-job training and specialized 40-hour workshops are provided to all volunteers. Regular contacts between staff and volunteers are maintained to ensure that appropriate intervention techniques are utilized.

The County Victim Service Program, the Plumas Crisis Center and the Plumas Rural Services-Domestic Violence Program have co-sponsored 40-hour training to all volunteers participating in the above-named programs. Volunteers were recruited to





## **Grant Subaward Programmatic Narrative**

Grant Subaward #: XC 22 04 0320

Subrecipient: PLUMAS COUNTY

work at the shelter, on the crisis hot-line or at the Victim/Witness Program. Program volunteers assist the Project staff by arranging emergency child care, attending court hearings and taking notes during the court proceedings for case status information.

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

<b>Subrecipient:</b> COUNTY OF PLUMAS	<b>UEI #</b> YXZZPBLCRFY6	<b>FIPS #:</b>
<b>Grant Disaster/Program Title:</b> PLUMAS COUNTY VICTIM SERVICES PROGRAM		
<b>Performance Period:</b> 01/01/23	<b>to</b> 12/31/23	<b>Subaward Amount Requested:</b> \$ 131,828
<b>Type of Non-Federal Entity</b> (Check Applicable Box)	<input type="checkbox"/> State Govt <input checked="" type="checkbox"/> Local Govt <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

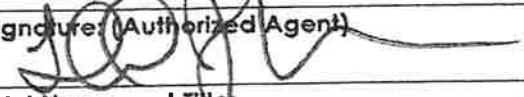
Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 year <input type="checkbox"/>
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 year <input type="checkbox"/>
3. How many grants does your organization currently receive?	3-10 g <input type="checkbox"/>
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 600,000
5. Are individual staff members assigned to work on multiple grants?	Yes <input type="checkbox"/>
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes <input type="checkbox"/>
7. How often does your organization have a financial audit?	Annua <input type="checkbox"/>
8. Has your organization received any audit findings in the last three years?	No <input type="checkbox"/>
9. Do you have a written plan to charge costs to grants?	Yes <input type="checkbox"/>
10. Do you have written procurement policies?	Yes <input type="checkbox"/>
11. Do you get multiple quotes or bids when buying items or services?	Alway <input type="checkbox"/>
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 year <input type="checkbox"/>
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes <input type="checkbox"/>

**Certification:** This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

<b>Signature:</b> (Authorized Agent) 	<b>Date:</b> 10/13/2022
<b>Print Name and Title:</b> TODD JOHNS	<b>Phone Number:</b> (530)283-6389

Cal OES Staff Only: SUBAWARD #



## Grant Subaward Service Area Information

### Information and Instructions

This form identifies the areas served by the Grant Subaward. Complete all sections of the form using the directions below. This form must be submitted as part of the Grant Subaward Application.

1. **County or Counties Served:** Enter the name or names of the counties served by the Grant Subaward and the county where the principal office for the Grant Subaward is located.
2. **U.S Congressional District(s) Served:** Enter the number(s) of the U.S. Congressional District(s) served by the Grant Subaward and the U.S. Congressional District number for where the principal office for the Grant Subaward is located.
3. **State Assembly District(s) Served:** Enter the number(s) of the State Assembly District(s) served by the Grant Subaward and the number for where the principal office for the Grant Subaward is located.
4. **State Senate District(s) Served:** Enter the number(s) of the State Senate District(s) served by the Grant Subaward and the number for where the principal office for the Grant Subaward is located.
5. **Population of Service Area:** Enter the total population of the area served by the Grant Subaward.



## Grant Subaward Service Area Information

Grant Subaward #: XC 21 04 0320

Subrecipient: COUNTY OF PLUMAS

1. County or Counties Served:  
PLUMAS

County where principal office is located: PLUMAS

2. U.S. Congressional District(s) Served:  
1ST

U.S. Congressional District where principal office is located: 1ST

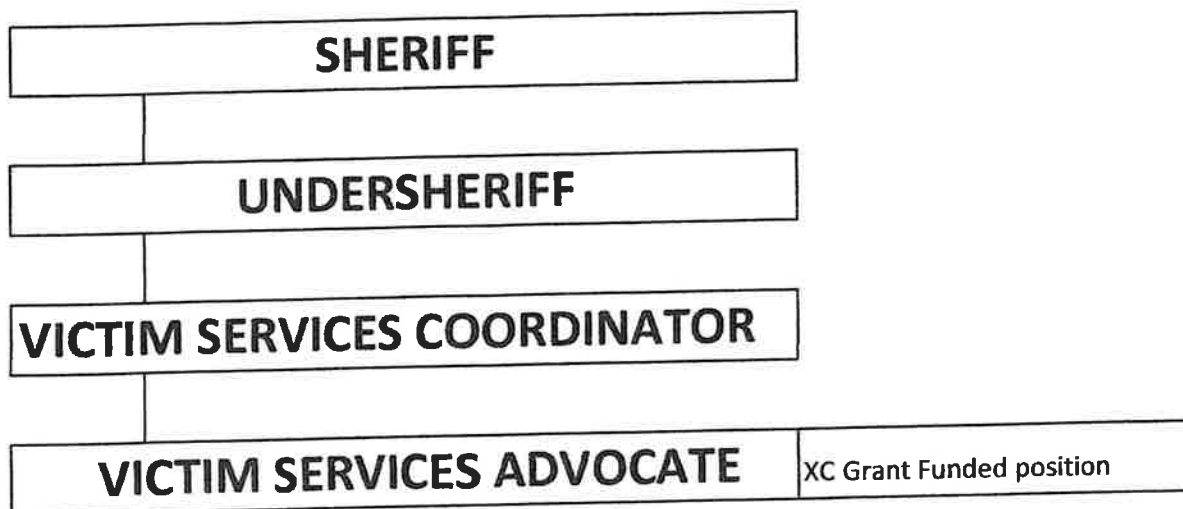
3. State Assembly District(s) Served:  
1ST

State Assembly District where principal office is located: 1ST

4. State Senate District(s) Served:  
1ST

State Senate District where principal office is located: 1ST

5. Population of Service Area: 18,660





## Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victim of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. Cal OES Grant Subaward Number: XC 22 04 0320
2. Subrecipient's Name: COUNTY OF PLUMAS
3. Grant Subaward Performance Period 01/01/2023 through 12/31/2023
4. VOCA Fund Source #1: 20VOCA ☐  
VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 65,914  
Amount of Match Proposed (post approved Match Waiver): \$ 0
5. VOCA Fund Source #2 (if applicable): 21VOCA ☐  
VOCA Victim Assistance Formula Grant Program Funds Awarded: \$ 65,914  
Amount of Match Proposed (post approved Match Waiver): \$ 0
6. Briefly summarize the services provided:  
24 Hour Crisis Intervention, Temporary Restraining Order Assistance, Court Accompaniments (both civil and criminal), Resource and Referral Information, 24-hour Emergency Shelter, Preparing Victim Impact Statement, Counseling and Support Groups, Advocacy with Law Enforcement and the Criminal Justice System, Translation Services, Victim of Crime Compensation Claims, advocacy and education for victims of domestic violence, sexual assault and child abuse cases, Information on obtaining a " U-Visa" or " T-Visa"
7. Describe practical/logistical obstacles and/or local resource constraints to providing match:  
The County does not provide the County Victim Services Program with any funding, the Program is solely Grant funded and receives no funding from the County

Approved ☐

Denied ☐

Unit Chief Name

Unit Chief Signature

Date



## **Operational Agreement Summary**

### Information and Instructions

Operational Agreements (OA) (also referred to as a Memorandum of Understanding (MOU)) are a formal agreement, without the exchange of money, between a Subrecipient and one or more participating agency(ies)/organization(s). The OA reflects the roles each agency/organization will play in achieving the goals and objectives of the Grant Subaward.

Many programs require OAs. In such instances, the RFA or RFP will provide instructions concerning the agencies/organizations for which the Subrecipient must have an OA. In addition to any programmatic OA requirements, Subrecipients are encouraged to establish an OA with any agency/organization that will be an active participant in the implementation of the Grant Subaward.

The Operational Agreement Summary is a list of active OAs, meeting the requirements of Subrecipient Handbook Section 7.005, that a Subrecipient has with participating agencies/organizations.

Complete all sections of the form and include, at a minimum, all OAs required by the RFA or RFP. If necessary, use additional forms to show all OAs.

This form must be submitted as part of the Grant Subaward Application when required by the RFA or RFP and/or with a Grant Subaward Modification (Cal OES Form 2-223), if changes are requested during the Grant Subaward performance period.



## Operational Agreement Summary

Grant Subaward #: XC 22 04 0320

Subrecipient: COUNTY OF PLUMAS

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. PLUMAS RURAL SERVICES	08/01/2021	10/01/21 to 09/30/24
2. PLUMAS CRISIS AND INTERVENTION	08/01/2021	10/01/21 to 09/30/24
3. _____		_____ to _____
4. _____		_____ to _____
5. _____		_____ to _____
6. _____		_____ to _____
7. _____		_____ to _____
8. _____		_____ to _____
9. _____		_____ to _____
10. _____		_____ to _____
11. _____		_____ to _____
12. _____		_____ to _____
13. _____		_____ to _____
14. _____		_____ to _____
15. _____		_____ to _____
16. _____		_____ to _____
17. _____		_____ to _____
18. _____		_____ to _____
19. _____		_____ to _____
20. _____		_____ to _____






TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff

## Office of Emergency Services

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

## Memorandum

**DATE:** July 31, 2023  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Item for the meeting of August 15, 2023

### RECOMMENDATION:

Review, approve and have the Chair sign an agreement with Plumas Sierra Telecommunications (PST) that allows that entity to connect to users at the County owned communication site located on Radio Hill.

### BACKGROUND & DISCUSSION:

Numerous commercial users on Radio Hill desire a fiber connection to bolster their communication needs which ultimately will give the public more options for broadband access and help cellular carriers provide a better product at the Radio Hill site.

The attached agreement outlines the structure both the County and PST will use that allows for connections to other entities as needed. By having an overarching agreement like this, the County will have better visibility of what is occurring at the site and the Sheriff's Office will not need to return to the BOS for separate agreement for each connection made.

County Counsel has approved the agreement as to form.

## AGREEMENT FOR FIBER-OPTIC CONNECTIVITY ON RADIO HILL

This fiber-optic connectivity agreement, dated the \_\_\_\_ day of \_\_\_\_\_, 2023, is between the Plumas County Sheriff's Office, "PCSO", and Plumas-Sierra Telecommunications, "PST", in order to provide fiber-optic connectivity to users on Radio Hill.

The PCSO desires to be able to offer fiber-optic connectivity for its tenants and prospective tenants on Radio Hill.

PST is a telecommunications utility that provides fiber connectivity on Radio Hill to benefit Plumas County and the PCSO. This connectivity allows the PCSO to attract Radio Hill tower tenants that would not otherwise rent tower/building space without fiber-optic access.

It is agreed that PST is a utility providing a service, not a tenant renting space on Radio Hill. As such, PST is not subject to recurring fees or any other charges by Plumas County and/or the PCSO. The PCSO also agrees that PST will invoice its customers separately for any services they receive from PST connecting at Radio Hill.

PST agrees to install a conduit, fiber-optic cable, and a fiber-optic patch panel for connectivity inside the PCSO building on Radio Hill. The patch panel will be secured with a locking cover, to be provided by PST.

The PCSO will provide PST with a 15 inch high by 20 inch wide by 4 inch deep space on a wall in order to house the wall mounted patch panel and enclosure. As the patch panel is a passive device, no electric power is required as part of this agreement.

The PCSO, upon receipt of a valid letter of agency (LOA) from PST, will allow Radio Hill tenants to run fiber cross connects to be left hanging adjacent to PST's patch panel. PST will complete the connection of the hanging cable to the patch panel. Only PST personnel are authorized to directly access PST's patch panel.

Tenants of PCSO may also permit PST to install equipment in the tenants' racks. PCSO will permit PST personnel to install such equipment upon receipt of a valid LOA from PCSO's tenant. PCSO will not charge PST for such installations, and will not charge its tenants beyond what they would pay to use equivalent space and power for their own use.

The initial term of this agreement is for five years and will automatically renew for successive five-year terms unless canceled by either party in writing within ninety days of the agreement renewal date.

Plumas County Board of Supervisors

Name: Greg Hagwood

Title: Chair

Signature: \_\_\_\_\_

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

Attest-

Name: \_\_\_\_\_

Title: Clerk of the Board


Signature: \_\_\_\_\_

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

Plumas-Sierra Telecommunications

Name: Robert Marshall

Title: CEO

Signature: 

Date: 7-28-23

Name: Bill Newberg

Title: CFO

Signature: 

Date: 7/28/23



## PLUMAS COUNTY SOLID WASTE MEMORANDUM

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** John Mannle, Director of Public Works  
**MEETING DATE:** August 15, 2023  
**SUBJECT:** Public Works - Solid Waste

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**Recommendation:**

N/A

**Background and Discussion:**

N/A

**Action:**

N/A

**Fiscal Impact:**

N/A

**Attachments:**

1. Item 3.B.1.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER

(Auditor's Use Only)

Department: Solid Waste - Recycle Grants

Dept. No: 20705

Date 8/2/2023

The reason for this request is (check one):

**Approval Required**

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

Board  
 Board  
 Board  
 Auditor  
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0057	20705		Spend down budgeted fund balance	9,900.00
Total (must equal transfer to total)				9,900.00

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0057	20705	521700	Misc Expenses	9,900.00
Total (must equal transfer to total)				9,900.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Miscellaneous expenses are higher than budgeted

B) Solid Waste Grant budget account needs to be increased to spend down 0057 fund balance.

C) Invoices must be paid in FY 22/23

D) N/A

Approved by Department Signing Authority: Dan Fink

☒ Approved/ Recommended ☐ Disapproved/ Not recommended

Auditor/Controller Signature: Martee Hahn

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

### **INSTRUCTIONS:**

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

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

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

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

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



## PLUMAS COUNTY SOLID WASTE MEMORANDUM

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

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

**MEETING DATE:** August 15, 2023

**SUBJECT:** Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle [View Item](#)

---

**Recommendation:**

The Public Works Department respectfully recommends that the Board of Supervisors approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00.

**Background and Discussion:**

On September 30, 2022, the Board of Supervisors adopted a Resolution to adopt the final budget for Plumas County and the Dependent Special Districts Therein for Fiscal Year 2022-2023.

Not included in the budget was repayment of unused Bottle Grant funds to CalRecycle in Fund 0057.

The Department needs to return these funds in the 22/23 fiscal year. The Department is proposing to spend down its cash balance, which consists of the advanced grant funds that were advanced in the 20/21 fiscal year.

The attached budget transfer has been reviewed and approved by the County Auditor.

**Action:**

Approve a supplemental budget increase for the Solid Waste Recycle Grants budget unit 20705 in the amount of \$9,900.00 in order to pay unbudgeted expenses, including repayment of unused grant funds to CalRecycle

**Fiscal Impact:**

N/A

**Attachments:**

1. Supplemental Budget Transfer

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER  
(Auditor's Use Only)

Department: Solid Waste - Recycle Grants      Dept. No: 20705      Date 8/2/2023

The reason for this request is (check one):

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

**Approval Required**

Board  
 Board  
 Board  
 Auditor  
 Auditor

☐ **TRANSFER FROM OR**

☒ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0057	20705		Spend down budgeted fund balance	9,900.00
Total (must equal transfer to total)				9,900.00

☐ **TRANSFER TO OR**

☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0057	20705	521700	Misc Expenses	9,900.00
Total (must equal transfer to total)				9,900.00

**Supplemental budget requests require Auditor/Controller's signature**

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



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

A) Miscellaneous expenses are higher than budgeted

B) Solid Waste Grant budget account needs to be increased to spend down 0057 fund balance.

C) Invoices must be paid in FY 22/23

D) N/A

Approved by Department Signing Authority:

Dan Fink

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

Mark Shahan

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

### INSTRUCTIONS:

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

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

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

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

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





**PLUMAS COUNTY  
COUNTY ADMINISTRATOR  
MEMORANDUM**

---

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

**FROM:** Debra Lucero, County Administrative Officer

**MEETING DATE:** August 15, 2023

**SUBJECT:** Plumas County Spay/Neuter Feral Cat Project - Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville.

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**Recommendation:**

Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville.

**Background and Discussion:**

Approve and authorize the Board to allocate \$10,000 of the PG&E Settlement Funds to the CAO's office to assist Plumas County Animal Control and two non-profits to set up a one-day Plumas County Spay/Neuter Feral Cat Project on Saturday, Oct. 14 in Taylorsville.

There has been a significant increase in the feral populations since the Dixie Fire due to abandonment of domestic cats and relocation of the fire survivors to other parts of the county. Dr. Frank Merrill, retired Quincy veterinarian and his associate Dr. Michelle Kelley have agreed to do the first clinic in Taylorsville/Crescent Mills. Dr. Doyle Rolston of Indian Creek Veterinary will allow the veterinarians to use his facility. Numerous volunteers in all parts of Plumas County will help trap the ferals. It is estimated the budget for this first effort will be \$20,000 with nonprofits raising an additional \$10,000 to match the county's contribution.

One of the biggest expenses for this first clinic is the cost of traps (about \$7,400), which will be purchased with part of the \$10,000 county commitment. The traps will be held by Plumas County Animal Control and loaned for subsequent clinics. This purchase will significantly reduce future clinic costs. The remaining balance will be used to offset insurance costs, rabies vaccinations, spay and neuter kits, \$25 payment to Dr. Merrill per cat, use of sterilizing equipment, food and necessities to keep the cats overnight if necessary.

The goal is to make this an annual or biannual event so that with consistency the feral population will decrease. The feral cats will be spayed, neutered, ears clipped (to identify they've been treated) and also be vaccinated against rabies.

**Action:**

Approve expenditure of \$10,000 out of one-time PG&E settlement monies to fund a feral cat clinic to spay and neuter the feral cat population which has increased due to the Dixie Fire.

**Fiscal Impact:**

\$10,000 to the PG&E Settlement Fund which has not yet been moved to the General Fund to keep these monies separate and available to the Board for one-time uses considerations.

**Attachments:**

None



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 (CALIMT4) 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

RESOLUTION NO. 21-3601

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL  
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN  
PLUMAS COUNTY

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**WHEREAS**, it has been found that local resources are unable to cope with the effects of said emergency;

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

**BE IT FURTHER PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.



The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None

  
Chair, Board of Supervisors

ATTEST:

  
Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL  
EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES  
IN PLUMAS COUNTY

**WHEREAS**, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

**WHEREAS**, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

**WHEREAS**, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

**WHEREAS**, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

**BE IT FURTHER RESOLVED**, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

**BE IT PROCLAIMED AND ORDERED** that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

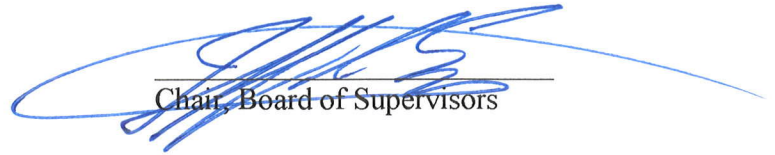
AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

ABSENT: None

ATTEST:

  
Clerk of the Board of Supervisors

  
Chair, Board of Supervisors

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
PROCLAIMING A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR  
PROCLAIM A STATE OF EMERGENCY  
(PLUMAS COUNTY BLIZZARD & STORM EVENTS)

RESOLUTION 2023- 8767

WHEREAS, the Plumas County Board of Supervisors recognizes that conditions of extreme peril to the safety of persons and property have arisen within Plumas County; caused by the Blizzard that hit the Sierra region and particularly Plumas County, and

WHEREAS, the Blizzard Warning throughout our region originated on Monday, February 26, 2023 through Wednesday, March 1, 2023; and

WHEREAS, another storm warning was in effect for March 4, 2023 through March 6, 2023, and more snow and rain storms are expected throughout March per the national weather service; and

WHEREAS, Plumas County is recovering from the Dixie Fire and many in our region are living in travel trailers and temporary housing through December 31, 2024 due to the loss of 700 homes in our county of 19,915 people. People living in these and other temporary structures are at more risk due to snow loads and freezing conditions; and

WHEREAS, per historical data, areas of Plumas County are close to their max snow loads. Some areas are at or near thresholds for snow load. The average snow load for Almanor Basin is 100 lbs per cubic square foot, some of the last totals are at approximately 80-100 lbs.; and

WHEREAS, Plumas County's only incorporated city had a boil-water-only alert due to freezing temperatures and issues with the water system, affecting 4,500 people; and

WHEREAS, Plumas County's population over 65 years old is 30% - double the State of California's average for this age group - and are less mobile and more vulnerable to these adverse conditions

WHEREAS, staffing is inadequate to cope with removal of the heavy snowfall. Streets remain unplowed due to shortages of essential Public Works employees, causing impacts to essential government services and a hazard for essential emergency first responders; and

WHEREAS, snow removal equipment and other road equipment has been damaged due to the heavy snowfall and while repairs are being attempted, the workload is extreme; and

WHEREAS, due to the significant accumulation of snow from the blizzard and other storms, the predicted rain storms may result in significant flooding; and

WHEREAS, aging HVAC systems throughout County buildings are being stressed and failing in some instances; and

WHEREAS, transportation in the area is significantly disrupted. Highway 70, one of the two major travel corridors is closed indefinitely and has been since the January storms. Highway 80 is sporadically closed as are Highway 32 and 36. Fuel and supplies are a concern. Store shelves are beginning to look bare; and

WHEREAS, schools have seen several days of closure as have County offices due to hazardous travel conditions in the Sierra region; and

WHEREAS, if there were a need for a shelter to open, Plumas residents could not get to it due to snow conditions, unplowed roads and projected heavy snow and rainfall rates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California, hereby proclaims that a local emergency exists throughout Plumas County due to the blizzard and snow conditions.

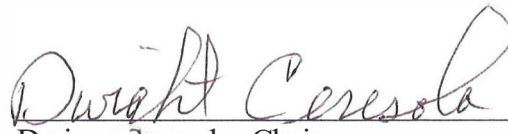
BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

1. This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.
2. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.
3. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
4. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to maintain a State of Emergency for the County of Plumas.
5. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.


PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, on March 7, 2023, by the following vote:

AYES Supervisor(s) Goss, McGowan, Hagwood, Ceresola, Engel

NOTES: None  
ABSENT: None

  
Dwig Ceresola, Chair  
Plumas County Board of Supervisors

ATTEST

  
Heidi White  
Clerk of the Board of Supervisors